

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

PHA Plans

5 Year Plan for Fiscal Years 2005 - 2009

Annual Plan for Fiscal Year 2008 (7/1/2008 – 6/30/2009)

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH
INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

**PHA Plan
Agency Identification**

PHA Name: Housing Authority of Joliet

PHA Number: IL024

PHA Fiscal Year Beginning: 07/01/2008 – 06/30/2009

Public Access to Information

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

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices
- Main administrative office of the local government
- Main administrative office of the County government
- Main administrative office of the 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)

5-YEAR PLAN
PHA FISCAL YEARS 2005 - 2009

[24 CFR Part 903.5]

A. Mission

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

The PHA's mission is: See Above

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS. (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

PHA Goal: Expand the supply of assisted housing

Objectives:

- Apply for additional rental vouchers to meet the needs of families, senior citizens and the disabled population.
- Reduce public housing vacancies by continuing to improve by further decreasing the vacant unit turnaround days.
- Leverage private or other public funds to create additional housing opportunities: The HAJ continues to investigate the leveraging of Capital Funds, with LIHTC, Bonding Authority, etc. and other financial strategies to develop mixed-income Housing developments.
- Acquire or build units or developments: Through its non-profit affiliate, the HAJ has begun to develop a mixed-income housing community on property purchased in fiscal year 2005.

Other:

- Conversion of up to 20% of its Housing Choice tenant-based vouchers to project-based vouchers to further assist in the expansion of quality assisted housing.
- Supportive Living Facility: The HAJ opened its Supportive Living Facility, Heritage Place, on December 6, 2007, assisting low-income elderly populations within Public Housing and outside Public Housing to live independently longer by not having to be placed in a nursing home or related facility prematurely.
- Participate in the Regional Housing Initiative (RHI) with the Chicago Housing Authority and Cook, Lake, McHenry, Dupage, and Kane County Housing Authorities to encourage the expansion of quality rental housing by allocating project based vouchers.
- Partnered with the University of Saint Francis in the development and operation of a Health and Wellness Clinic at the John C. Murphy Highrise Building. Services available to public housing program elderly and disabled residents include physical exams and health assessments, health screenings, counseling, management of acute and chronic illnesses, exercise and stretching classes, pre-employment physicals, and guidance with medications, chronic illnesses, nutrition and weight control, diabetes, stress management, and smoking cessation.

PHA Goal: Improve the quality of assisted housing

Objectives:

- Improve public housing management: (PHAS score) Increased PHAS score from 88 in FY 2006 to a score of 89 in FY 2007; the Authority began converting to project-based budgeting and accounting on July 1, 2007, its 2008 fiscal year. September, 2007 we initiated, on a trial basis, project-based management in an effort to fully convert to Asset Management before 2011. Goals are to improve management operations under the Asset Management model by asset management project and Authority-wide.
- Improve voucher management: (SEMAP score) Achieved a score of 93 High Performer for FYE 6/30/2007 from an 81 for FY 2006. The Authority will substantially improve voucher lease-up and budget authority expenditures to a 98% utilization rate. That increase will enable the Authority to maintain its SEMAP score at a 90+ or High Performer designation.
- Increase customer satisfaction: Provide enhanced resident services, including increased Security Improvements - installed security cameras at strategic locations in family housing sites to monitor the public ways to act as a crime deterrent; Resident Councils; additionally, to provide more service to seniors, the Housing Authority of Joliet is in the process of hiring an Elderly Services Coordinator, funded through the Housing Authority's Operating Budget.
- Concentrate on efforts to improve specific management functions: General Staff Skill Training, Asset Management Training, Capital Fund Training, Maintenance Assessment, Financial Assessment to prepare for Asset Management transition and operation.
- Renovate or modernize public housing units: Through the Illinois Capital Fund Bond Pool (\$6,882,170.34) and \$2.1 million Energy Performance Contract, substantial improvements have been made to the Authority's Senior/Disabled Housing stock from FY2005 through FY 2007. Capital Improvements will continue at these sites; however, the Authority's major focus is the Transformation of its Family Sites in Mixed-Income Communities. Health and Safety, Energy Conservation, and Cosmetic Improvements will be performed as needed. Both initiatives were substantially complete in FY 2007.

(Please see Component 7 A (3), representing Modernization improvements through the Capital Fund Bond Pool Program and Component 18(G), representing Energy Conservation Measures completed.)

- Demolish or dispose of obsolete public housing: The Authority will continue pursuing demolition of family housing units targeted for Redevelopment and Mixed-Income Housing Communities. Demolition of Spring Bluff Homes was complete November 20, 2007; the demolition of other family housing sites is contingent upon HUD approval and financing available to accomplish this initiative. Please see Component 7 B (e), representing our Targeting Redevelopment Plan.
- Provide replacement public housing: The Authority plans to revitalize its Family Housing Developments. Please see Component 7 B (e), representing our Targeting Redevelopment Plan.
- Provide replacement vouchers: Replacement vouchers will be requested for Family Housing Developments approved for demolition/disposition and where residents relocated received Housing Choice Vouchers. All eligible residents relocated from the now demolished 106-unit Spring Bluff Housing Development (one of three sites under IL06-P024-003) were issued a housing choice voucher.

- PHA Goal: Increase assisted housing choices**
Objectives:
 - Provide voucher mobility counseling
 - Conduct outreach efforts to potential voucher landlords; the Authority held its second annual landlord conference on February 9, 2008.
 - Increase voucher payment standards, as feasible.
 - Implement voucher homeownership program: See Homeownership Capacity Statement.
 - Implement public housing or other homeownership programs: Liberty Meadow Estates Mixed-Income Community Lease-to-Own Program.
 - Implement public housing site-based waiting lists: The high-rise building located at 400 N. Bluff Street AMP 5, Heritage Place, has been designated “Elderly” to accommodate the State of Illinois approval of the building becoming a (public housing) Supportive Living Facility (SLF) – See Component 18, “F”, representing our Supportive Living Housing Strategy. Under an Asset Management Model, the Authority will maintain a centralized application and waiting list center for all other Asset Management Projects. HUD approval was obtained on April 24, 2007.
 - Convert public housing to vouchers: *As deemed necessary.*

HUD Strategic Goal: Improve community quality of life and economic vitality

- PHA Goal: Provide an improved living environment**
Objectives:
 - Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments.
 - Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments: **Please see Component 7 B (e), representing our Targeting Redevelopment Plan.**
 - Implement public housing security improvements

- Designate developments or buildings for particular resident groups (elderly, persons with disabilities) **400 N. Bluff Street, AMP 5, Heritage Place, has been designated “elderly” and offers Supportive Living Services to public housing clientele. HUD approval of the Designated Housing Plan was obtained on April 24, 2007.**

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

- Increase the number and percentage of employed persons with assisted families.
- Provide or attract supportive services to improve assistance recipients’ employability:
- Provide or attract supportive services to increase independence for the elderly or families with disabilities. **Senior Health Programs. Security Services at all elderly developments.** The Housing Authority of Joliet has set aside funding, through its Operating Budget, to provide additional service to seniors with the employment of an **Elderly Services Coordinator.**

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

PHA Goal: Ensure equal opportunity and affirmatively further fair housing

Objectives:

- Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status, and disability.
- Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability.
- Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required.
- Other: (list below)

***PROGRESS REPORT ON MEETING
5 YEAR PLAN MISSION AND GOALS***

PHA Goal: Expand the supply of assisted housing.

Report: In FY 2007, the Authority has applied to HUD for replacement Housing Choice Vouchers associated with the resident relocation at the (now demolished) Spring Bluff Housing Development.

Report: In FY 2007, the Authority did submit an application to the Illinois Housing Development Authority for funding under the state's new Rental Housing Support Program, which was approved for nineteen (19) housing units.

Report: In FY2006/2007, the Authority, as Project Sponsor and Will County Housing Development Corporation, its non-profit instrumentality, obtained financial obligations totaling \$17,969,886,689 for Phase One, 74 lease-to-own/rental housing units at Liberty Meadow Estates, our first mixed-income housing initiative. Funds include Proceeds from the sale of Low Income Housing Tax Credits and State Donation Credits, City and County HOME funds, Capital Funds, State Trust Funds, Federal Home Loan Bank's Affordable Housing Program Grant, Deferred Developer's fees, et al. As of March, 2008 the project, to consist of 63 tax credit (targeted to residents at 60%AMI or below) lease-to-own homes is now 50% complete. Seventeen (17) project based vouchers have been approved for use. The first phase of construction will also include 11 market rate lease-to-own homes and 13 for-sale lots to be developed by a third party.

Report: The Authority, acting as project sponsor, submitted funding applications for Phase Two of Liberty Meadow Estates in April, 2008 for the development of forty-eight (48) single family and duplex lease-to-own homes.

Report: In FY 2006 the Authority adopted a Project-Based Voucher Policy as part of its Housing Choice Voucher Administrative Plan. The Authority obtained HUD authorization to award five (5) Project-Based Vouchers to the 24-unit Braidwood Senior Apartments located in Braidwood, Illinois.

Report: The Authority, on February 13, 2007, joined the Regional Housing Initiative (RHI) to encourage the expansion of quality rental housing in Will County. The Authority could offer Project-Based Vouchers to Developers interested in developing affordable multi-family housing in Will County. The Authority could utilize Project-Based Vouchers from a POOL of Project-Based Vouchers provided by the Chicago Housing Authority and Cook, McHenry, Lake, and Kane County Housing Authorities.

PHA Goal: Improve the quality of assisted housing.

Report: The Authority has converted its Financial Management System to accommodate Project-Based Budgeting and Accounting.

Report: Steps have been initiated to achieve 98% Voucher and /or Budget Utilization for the 2007 fiscal year and, as such, improved the SEMAP score from 81 in FY 2006 to 93 in FY 2007.

Report: Installed Security Cameras in strategic locations throughout the Fairview Homes Family Housing Development as a crime prevention/deterrent strategy. Cameras are intended to assist in identifying problem households and guests that are involved in anti-social activities. Authority Security and Management Staff monitor the cameras and when appropriate, provide data and information to City Police, States Attorney, Courts, et al to assist in investigations and prosecution.

Report: Partnered with the University of Saint Francis in the development and operation of a Health and Wellness Clinic at the John C. Murphy Highrise Building. Services available to residents include

physical exams and health assessments, health screenings, counseling, management of acute and chronic illness, exercise and stretching classes, pre-employment physicals, and guidance with medications, nutrition and weight control, diabetes, stress management, and smoking cessation.

Report: Through the Housing Authority of Joliet’s After School Program, 123 public housing program youth have participated in after-school programs that offer supervised academic assistance, sports and recreation, life skills, and parental involvement activities and events.

Report: Heritage Place, AMP 5, the Authority’s Supportive Living Facility opened on December 6, 2007. The facility, targeted to assist frail Public Housing Seniors unable to live independently without assistance with at least two (2) activities of daily living, will prevent premature nursing home placement. Seniors receive assistance with bathing, dressing, housekeeping, ambulation, meals, medications, and other daily activities. As of February 29, 2008, nine (9) of forty-five (45) units have been leased by eligible seniors.

Report: In January / February, 2008, the Authority upgraded hardware and software to support the existing building keyless entry systems at AMP 4 John O. Holmes Complex and AMP 5 Heritage Place. By continuing to use keyless entry systems, lost keys and illegal entry by unauthorized guests has decreased.

Report: On May 3, 2007 the Authority received HUD approval for the demolition and disposition of the 106 dwelling units and 1 non-dwelling community building at Spring Bluff Homes Housing Development (to become part of the Liberty Meadow Estates Mixed-Income Housing Community). The entire site was demolished by November 20, 2007. Demolition/Disposition is the Authority’s highest priority targeted to its remaining two (2) family housing sites. *Please see Component 7 B (e), representing our Targeting Redevelopment Plan.*

PHA Goal: Increase assisted housing choices.

Report: The Authority continues to educate Housing Choice Voucher Participants on their rights and housing options. De-concentration efforts have been very successful as outlined below:

April 1991		June 2007	
City of Joliet’s East Side	463 (82.24%)	City of Joliet’s East Side	307 (24%)
City of Joliet’s West Side	82 (14.56%)	City of Joliet’s West Side	359 (29%)
Out of Town	18 (3.20%)	Out of Town	593 (47%)
Total	563	Total	1259

Report: February 9, 2008, the Authority sponsored its second annual Section 8 Housing Choice Voucher Program Landlords’ Conference to attract new landlords and to update landlords on policy and procedures, to discuss Fair Housing Issues, and to encourage unit availability in non-impacted census tracts. The State Tax Credit Program for landlords with units in non-impacted census tracts was also discussed. The Authority identified an additional 160 units for the Program in a subsequent survey to landlords regarding new units they would make available for the Program.

Report: On October 1, 2006, the Authority did increase its Housing Choice Voucher Payment Standards as outlined; however due to funding constraints, in FY 2008 Payment Standards were reduced to 100% FMR Rent.

	FY 2006	FY 2007	FY 2008
1BR	819	915	840
2BR	924	1029	944
3BR	1122	1257	1154
4BR	1291	1420	1304
5BR	1485	1634	1499

Report: Through the Housing Choice Voucher Homeownership Program fourteen (14) families have purchased homes during since the February, 2003 Program inception.

Report: No action has been initiated on a Public Housing or other Homeownership Program.

Report: On April 24, 2007, HUD Headquarters notified the Authority of its approval to designate the Heritage Place, AMP 5 (the 400 N. Bluff Street Senior Highrise Building), as Elderly-Only and to operate a Site-Based Waiting List – the Housing Authority of Joliet’s Supportive Living Facility.

Report: The Authority is reviewing the feasibility of converting Public Housing units to Housing Choice Vouchers.

PHA Goal: Improve community quality of life and economic viability.

Report: During FY2008, as of February 29, 2008, 44.61% or 145 families residing within public housing AMPs 1 and 3 were reporting wages. This is the second highest percentage / number of families working since the Housing Authority of Joliet began record keeping in FY2002, when only 34.58% or 139 families were reporting wages.

Report: The Authority installed Security Cameras in strategic locations at its Fairview Homes Family Housing Development. The cameras will be used to identify resident households and non-residents who are involved in criminal activity. A part time security guard will be hired in Spring, 2007 to monitor the cameras live. During the fiscal year ending June 30, 2007, the Authority hired off-duty Police Officers to patrol the housing developments of Fairview, Poole Gardens, and will assist the HAJ in-house enforcement, anti-drug activities, and enforcement of the limited access and property bar policy.

Report: On December 6, 2007 Heritage Place, AMP 5 (the 400 N. Bluff Street Highrise) opened its doors as the first public housing Supportive Living Facility within the state of Illinois. Currently nine (9) eligible seniors reside in the facility.

PHA Goal: Promote self-sufficiency and assist development of families and individuals.

Report: To increase resident employability, the HAJ partnered with the Will County Workforce Development Program to bring their mobile computer lab to the family housing developments eleven times during the FYE 6/30/2006, and twelve times during the FYE 6/30/2007. The mobile computer lab provides residents with access to high speed internet connection to search for jobs, a resume development program, keyboarding lessons, and staff persons to assist in job searches within Will County.

Report: The HAJ continues to partner with the University of Saint Francis in providing and operating a Health and Wellness Clinic at AMP 6, the John C. Murphy Highrise Building. Services available to public housing program elderly and disabled residents include physical exams and health assessments, health

screenings, counseling, management of acute and chronic illnesses, exercise and stretching classes, pre-employment physicals, and guidance with medications, chronic illnesses, nutrition and weight control, diabetes, stress management, and smoking cessation. Within the first six (6) months of operation, 100 persons from the Murphy Building and surrounding community were seen for services.

Report: The Authority continues to provide security guards and security cameras and monitoring services at its Highrise Buildings.

PHA Goal: **Ensure Equal Opportunity in housing for all Americans.**

Report: On February 9, 2008, the Authority's Housing Choice Voucher Program hosted its Second Annual Landlord Conference to act as a recruitment and retention tool to increase the number of landlords within the Housing Choice Voucher Program. All affirmative measures were covered by Authority staff and landlords were able to participate in a question and answer session.

Other PHA Goals and Objectives: (list below)

GOAL: To increase the Public Housing Program occupancy rate, thereby maximizing utilization of the Authority's housing stock.

REPORT: The Housing Authority of Joliet anticipates maintaining a Public Housing Program occupancy rate of 97% throughout FY 2008.

GOAL: To encourage self-sufficiency of Low-Rent and Section 8 families by providing opportunities that address educational, socio-economic, recreational and other human services needs of the family.

REPORT: The Authority continues to seek funding sources to support safe and supervised after school program for youth, aged 6 – 17. The after-school program will assist working parents by providing no-cost after school care for their age-eligible youth.

GOAL: To enhance positive public awareness and expand the level of resident, government and community support in accomplishing the PHA's mission.

REPORT: The Authority makes the public and the government entities aware of its programs, services, and activities on a regular (monthly) basis via WJOL radio and the Herald News; as well as the Authority Quarterly Newsletter and Annual Report.

GOAL: To maintain a high level of standards and professionalism in the operation of all programs, services and activities.

REPORT: The Authority maintains the highest standards in the operation of its programs; this is in part accomplished with professional development and training conferences, conventions, etc., the staff and commissioners attended during each fiscal year.

GOAL: To create opportunities for the Housing Authority of Joliet to become self-sufficient through the creation of income generating subsidiary companies (i.e. General Contracting company for the sole purpose of building additional affordable housing; creation of entities for the sole purpose of developing additional affordable housing opportunities).

Report: In FY 2006, the Authority created Will County Housing Development Corporation, its 501(c)(3) non-profit instrumentality for the purpose of creating additional housing opportunities for Will County, Illinois.

Report: In FY 2006/2007, the following entities were created for the purposes of developing Liberty Meadow Estates, Phase I mixed-income housing community: Briggs-Rosalind Development, LLC and Briggs-Rosalind Phase I, LP. Will County Housing Development Corporation is the managing member of the General Partnership entity, Briggs-Rosalind Development, LLC.

Report: In FY 2007, the following entities were created for the purposes of developing Liberty Meadow Estates, Phase II mixed-income housing community: Liberty Meadow Estates, LLC and Liberty Meadow Estates, Phase II, L.P. Will County Housing Development Corporation is the 100% owner of Liberty Meadow Estates, LLC, the General Partnership entity.

Annual PHA Plan PHA Fiscal Year 2007

[24 CFR Part 903.7]

Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

Standard Plan

Streamlined Plan:

High Performing PHA

Small Agency (<250 Public Housing Units)

Administering Section 8 Only

Troubled Agency Plan

i. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan. ***Not required***

ii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

Table of Contents

Annual Plan

- i. Executive Summary
- ii. Table of Contents
 1. Housing Needs
 2. Financial Resources
 3. Policies on Eligibility, Selection and Admissions
 4. Rent Determination Policies
 5. Operations and Management Policies
 6. Grievance Procedures
 7. Capital Improvement Needs
 8. Demolition and Disposition
 9. Designation of Housing
 10. Conversions of Public Housing
 11. Homeownership
 12. Community Service Programs
 13. Crime and Safety
 14. Pets
 15. Civil Rights Certifications (included with PHA Plan Certifications)
 16. Audit
 17. Asset Management
 18. Other Information
 - A. Resident Advisory Board Information
 - B. HAJ Resident Commissioner Information
 - C. Statement of Consistency with the City of Joliet's Consolidated Plan
 - D. "Other" Information as Required by HUD
 1. Definition of "substantial deviation/modification and "significant amendment"
 2. Innovative Strategies to further assist the agency's service area
 - E. Section 8 Homeownership Capacity Statement
 - F. Assisted Living Housing Strategy
 - G. Energy Conservation Measures
 - H. Housing Authority of Joliet's Violence Against Women Act Policy ("il024c01")
 - I. Meeting the Requirements of the State of Illinois Carbon Monoxide Detector Act
 - J. Public Housing Program Lease Revisions / Additions
 - K. Project Based HCV Program Policy ("il024d01")
 - L. Housing Authority of Joliet Relocation Plan

Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

- A. Admissions Policy for Deconcentration
- B. FY 2008 Capital Fund Program Annual Statement
- C. Performance & Evaluation Reports for existing Capital grants for the period ending 12/31/2007
Performance & Evaluation Report for Illinois Capital Fund Bond Pool Program, 12/31/2007
See electronic attachment, "il024a01"
- D. Membership of the Resident Advisory Board
- E. Most recent board-approved operating budget
- F. Initial Assessment for Mandatory Conversion

Optional Attachments:

- A. Updated FY 2005 - 2009 Capital Fund Program 5 Year Action Plan
- B. Other: Housing Authority of Joliet's Organizational Chart, latest Board Approved Operating Budget, and Housing Authority of Joliet Resident Satisfaction Survey Follow-Up Plan (*Not Required per REAC – latest required plan is attached*)
See electronic attachment, "il024b01"
- C. Other (List below, providing each attachment name)
Hard Copy Attachment A:
Certifications: Board Resolution for Annual Plan,
Local Entity's Certification of compliance with Consolidated Plan, Drug Free Workplace, Disclosure of Lobbying Activities, Payments to Influence Federal Transactions
Originals sent via overnight mail to J. Hartfield, HUD Chicago
Hard Copy Attachment B:
Additional Capital Fund Requirements:
Request for Release of Funds & Certification,
Evidence of Compliance with the National Historical Preservation Act
Originals sent via overnight mail to L. Schrock, HUD Chicago

Supporting Documents Available for Review

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	Applicable Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: 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	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	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), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology 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
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 <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	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
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 HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
X	Most recent CGP Budget/Progress Report (HUD 52825) for any active CGP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
N/A	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
N/A	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
X	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
N/A	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	Annual Plan: Conversion of Public Housing
N/A	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program <input checked="" type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
N/A	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
N/A	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
X	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
N/A	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
X	Deconcentration and Income Mixing Policies and Procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Deconcentration & Income Mixing

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the “Overall” Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being “no impact” and 5 being “severe impact.” Use N/A to indicate that no information is available upon which the PHA can make this assessment.

According to the City of Joliet’s 2005 – 2010 Consolidated Plan, the following numbers are based on 2000 census figures and 1999 median income determinations. The Illinois Housing Development Authority median household income for a family of four in Joliet was \$75,400 in 2006.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of MFI	6,986	5	4	4	n/a	1	n/a
Income >30% but <=50% of MFI	5,899	3	2	3	n/a	2	n/a
Income >50% but <80% of MFI	9,881	2	1	3	n/a	1	n/a
Elderly	7,491	3	n/a	3	n/a	n/a	n/a
Families with Disabilities	n/a	n/a	n/a	n/a	n/a	n/a	n/a
White	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Black	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Native American	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Hispanic	n/a	n/a	n/a	n/a	n/a	n/a	n/a

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- Consolidated Plan of the Jurisdiction/s: City of Joliet
Indicate year: 2005
- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- American Housing Survey data
Indicate year:
- Other housing market study
Indicate year:
- Other sources: (list and indicate year of information)

Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA's waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	243		0
Extremely low income <=30% AMI	222	91.36%	
Very low income (>30% but <=50% AMI)	20	8.23	
Low income (>50% but <80% AMI)	1	.41	
Families with children	194	79.84	
Elderly families	9	3.70	
Families with Disabilities	20	8.23	
White	33	13.58	
Black	209	86.01	
Native American	0	0.00	
Hispanic	4	1.65	
Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)? <i>Closed Since September, 2001</i>			
Does the PHA expect to reopen the list in the PHA Plan year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed?			
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			

Housing Needs of Families on the Waiting List

Waiting list type: (select one)

- Section 8 tenant-based assistance
 Public Housing (as of 03/31/2008)
 Combined Section 8 and Public Housing
 Public Housing Site-Based or sub-jurisdictional waiting list (optional)
 If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	720		155
Extremely low income <=30% AMI	495	68.75	
Very low income (>30% but <=50% AMI)	223	30.97	
Low income (>50% but <80% AMI)	2	0.277	
Families with children	359	49.86	
Elderly families	157	21.80	
Families with Disabilities	204	28.33	The Hispanic ethnicity is also reflected in the white and black family count
White	101	14.02	
Black	619	85.97	
Native American	3	0.416	
Hispanic	29	4.02	
Asian	2	0.277	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	361	50.13	104
2 BR	179	24.86	17
3 BR	137	19.02	21
4 BR	35	4.86	1
5 BR	8	1.11	2
5+ BR	0	0	0
Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes: How long has it been closed (# of months)? Two (2) Months – January, 2008 Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			

C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Reduce time to renovate public housing units
- Seek replacement of public housing units lost to the inventory through mixed finance development
- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Other (list below)

Strategy 2: Increase the number of affordable housing units by:

Select all that apply

- Apply for additional section 8 units should they become available
- Leverage affordable housing resources in the community through the creation of mixed-finance housing
- Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- Other:

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

Select all that apply

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- Employ admissions preferences aimed at families with economic hardships
- Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

Select all that apply

- Employ admissions preferences aimed at families who are working
- Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

- Seek designation of public housing for elderly (*Supportive Living Facility Statement, Component 18F*)
- Apply for special-purpose vouchers targeted to the elderly, should they become available
- Other:

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- Seek designation of public housing for families with disabilities
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing - COMPLETED
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- Affirmatively market to local non-profit agencies that assist families with disabilities
- Other: (list below)

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

Select if applicable

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

- Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- Market the section 8 program to owners outside of areas of poverty /minority concentrations
- Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- Funding constraints
- Staffing constraints
- Limited availability of sites for assisted housing
- Extent to which particular housing needs are met by other organizations in the community
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- Influence of the housing market on PHA programs
- Community priorities regarding housing assistance
- Results of consultation with local or state government
- Results of consultation with residents and the Resident Advisory Board
- Results of consultation with advocacy groups
- Other: (list below)

Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants-FFY 2008 grants		
a) Public Housing Operating Fund	3,507,644.00	Public Housing Operations
b) IL06-P024-50108 Public Housing Capital Fund	2,040,048.00	Physical & Management Improvements / Debt Service
c) HOPE VI Revitalization	0.00	
d) HOPE VI Demolition	0.00	
e) Annual Contributions for Section 8 Tenant-Based Assistance	7,991,700.00	Housing Assistance Payments, etc.
f) Public Housing Drug Elimination Program	0.00	
g) Resident Opportunity and Self- Sufficiency Grants	41,034.00	Elderly Services Coordinator
h) Community Development Block Grant	0.00	
i) HOME	0.00	
Other Federal Grants (list below)		
Learn and Serve	0.00	
Teen REACH	0.00	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
<i>CFP – All funds Fully Obligated</i>	0.00	
3. Public Housing Dwelling Rental Income	2,556,739.00	Maintenance/Operations
4. Other income (list below)		
Excess Utilities	0.00	Maintenance/Operations
Investment Interest	5,000.00	Maintenance/Operations
Non Dwelling Rental	30,000.00	Maintenance/Operations
Income/Operations	1,043,250.00	
5. Non-federal sources (list below)		
Total resources	\$ 17,215,415.00	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- When families are within a certain number of being offered a unit: 10 – 20 on the waiting list
- When families are within a certain time of being offered a unit:
- Other: (describe)

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

- Criminal or Drug-related activity
- Rental history and fraud
- Housekeeping
- Other
- Past participation in any HUD assisted housing program

c. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- Community-wide list
- Sub-jurisdictional lists
- Site-based waiting lists (For AMP 5, 400 N. Bluff Street – Supportive Living Facility)
- Other (describe)

b. Where may interested persons apply for admission to public housing?

- PHA main administrative office
- PHA development site management office
- Other (list below) Heritage Place (AMP 5) for residence at the Supportive Living Facility only

c. 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 subsection (3) Assignment

1. How many site-based waiting lists will the PHA operate in the coming year? 1

Supportive Living Facility (See Component 18, “F”, representing our Supportive Living Strategy.)

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? **2 – (Supportive Living Facility & Section 8 HCVP)**
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)

(3) Assignment

- a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)
- One
 - Two
 - Three or More
- b. Yes No: Is this policy consistent across all waiting list types?
- c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

- a. Income targeting:
- Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?
- b. Transfer policies:
In what circumstances will transfers take precedence over new admissions? (list below)
- Emergencies
 - Overhoused
 - Underhoused
 - Medical justification
 - Administrative reasons determined by the PHA (e.g., to permit modernization work)
 - Resident choice: (state circumstances below)
 - Proximity to employment, child care provided by relative, medical treatment
 - Other: (list below)
 - To meet income targeting/deconcentration goals
- c. Preferences

1. Yes No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection (5) Occupancy)
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

HUD Headquarters Preference Requests (Federal Disasters)

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

- 1** Date and Time
- Former Federal preferences:
- 1** Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- 1** Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes

- Other preference(s) (list below)
HUD Headquarters Preference Requests (Federal Disasters)

4. Relationship of preferences to income targeting requirements:

- The PHA applies preferences within income tiers
 Not applicable: *the pool of applicant families ensures that the PHA will meet income targeting requirements*

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- The PHA-resident lease
 The PHA's Admissions and (Continued) Occupancy policy
 PHA briefing seminars or written materials
 Other source (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- At an annual reexamination and lease renewal
 Any time family composition changes
 At family request for revision
 Other (list)

(6) Deconcentration and Income Mixing

a. Yes No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.

b. Yes No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete.

If yes, list these developments as follows:

Deconcentration Policy for Covered Developments			
Development Name:	No. of Units	Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]	Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]
AMP 1 Desplaines Gardens	162	Working Preference has increased the number of working families at the site and therefore, the site exceeds 115% of the established income range (EIR); the other family site falls within the 85% to 115% range. All sites will remain at or below 30% of Area Median Income	IN ACOP

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B.

Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

- Criminal or drug-related activity only to the extent required by law or regulation
- Criminal and drug-related activity, more extensively than required by law or regulation
- More general screening than criminal and drug-related activity (list factors below)
- Other

- Past participation in Housing Authority of Joliet and other PHA's Section 8 programs

b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

- Criminal or drug-related activity
- Other

- Non payment history

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

- None
- Federal public housing
- Federal moderate rehabilitation
- Federal project-based certificate program
- Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

- PHA main administrative office
- Other (list below)

(3) Search Time

- a. Yes No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

- (1) Events beyond the Participant's control that hinder/prevent unit search (e.g. medical causes
or
disability accessibility)
- (2) Landlord withdrawal of intention to rent through no fault of the Participant
- (3) Reasonable accommodation

(4) Admissions Preferences

a. Income targeting

- Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. Yes No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

HUD Headquarters Preference Requests (i.e. Federal Disasters)

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

- 1 Date and Time
- Former Federal preferences:
- 1 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- 1 Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

HUD Headquarters Preference Requests (i.e. Federal Disasters)

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- Date and time of application
- Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for “residents who live and/or work in the jurisdiction” (select one)

- This preference has previously been reviewed and approved by HUD
- The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income-targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- The Section 8 Administrative Plan
- Briefing sessions and written materials
- Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- Through published notices
- Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

- The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the highest of either 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- The PHA employs discretionary policies for determining income-based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- \$0
- \$1-\$25
- \$26-\$50

2. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1. Yes No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

- For the earned income of a previously unemployed household member
- For increases in earned income
- Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:
- Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:
- For household heads
- For other family members
- For transportation expenses
- For the non-reimbursed medical expenses of non-disabled or non-elderly families
- Other (describe below) **Income earned while participating in a HUD-approved training program.**

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

- Yes for all developments
- Yes but only for some developments
- No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

- For all developments
- For all general occupancy developments (not elderly or disabled or elderly only)
- For specified general occupancy developments
- For certain parts of developments; e.g., the high-rise portion
- For certain size units; e.g., larger bedroom sizes
- Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- Market comparability study
- Fair market rents (FMR)
- 95th percentile rents
- 75 percent of operating costs
- 100 percent of operating costs for general occupancy (family) developments
- Operating costs plus debt service
- The “rental value” of the unit
- Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
- Other (list below)

g. Yes No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- The section 8 rent reasonableness study of comparable housing
- Survey of rents listed in local newspaper
- Survey of similar unassisted units in the neighborhood
- Other (list/describe below)

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies.

a. What is the PHA's payment standard? (select the category that best describes your standard)

- At or above 90% but below 100% of FMR
- 100% of FMR
- Above 100% but at or below 110% of FMR
- Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- The PHA has chosen to serve additional families by lowering the payment standard
- Reflects market or submarket
- Other (list below)

- c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)
- FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
 - Reflects market or submarket
 - To increase housing options for families
 - Other (list below)

- d. How often are payment standards reevaluated for adequacy? (select one)
- Annually
 - Other (list below)

- e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)
- Success rates of assisted families
 - Rent burdens of assisted families
 - Other (list below)
- HUD Program Budget Approval**

(2) Minimum Rent

- a. What amount best reflects the PHA's minimum rent? (select one)
- \$0
 - \$1-\$25
 - \$26-\$50

- b. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?
(if yes, list below)

- (1) **Suspension of rent pending determination of nature and duration of hardship**
- (2) **Temporary hardships: Rent is retroactive to time of suspension**

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

- An organization chart showing the PHA's management structure and organization to follow
- A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use "NA" to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	989	200
Section 8 Vouchers	1,039	0
Section 8 Certificates	N/A	-
Section 8 Mod Rehab	N/A	-
Special Purpose Section 8 Certificates/Vouchers Family Unification Program	32	2
Public Housing Drug Elimination Program (PHDEP)	N/A	N/A
Other Federal Programs(list individually)	N/A	N/A
Ross Grant	N/A	N/A
EDSS Grant	N/A	N/A

C. Management and Maintenance Policies

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

- (1) Public Housing Maintenance and Management:
- Admissions and Continued Occupancy Policies
 - Maintenance Policies
- (2) Section 8 Management:
- Section 8 Administrative Plan

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing

1. Yes No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

HAI has adopted the federal requirements.

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

- PHA main administrative office
- PHA development management offices
- Other (list below)

B. Section 8 Tenant-Based Assistance

1. Yes No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

HAJ has adopted the federal requirements.

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

- PHA main administrative office
- Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Comp. 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan

-or-

The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: HOUSING AUTHORITY OF JOLIET		Grant Type and Number Capital Fund Program Grant No: IL06-PO24-50108 Replacement Housing Factor Grant No:		Federal FY of Grant: 07/01/2008	
<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	Non-Capital Funds	0.00	0.00	0.00	0.00
2	9001 Debt Service	538,332.64	0.00	0.00	0.00
3	1406 Operations	408,000.00	0.00	0.00	0.00
4	1408 Management Improvements Soft Costs	78,715.36	0.00	0.00	0.00
	Management Improvements Hard Costs	0.00	0.00	0.00	0.00
5	1410 Administration	205,000.00	0.00	0.00	0.00
6	1411 Audit	0.00	0.00	0.00	0.00
7	1415 Liquidated Damages	0.00	0.00	0.00	0.00
8	1430 Fees and Costs	10,000.00	0.00	0.00	0.00
9	1440 Site Acquisition	0.00	0.00	0.00	0.00
10	1450 Site Improvement	0.00	0.00	0.00	0.00
11	1460 Dwelling Structures	300,000.00	0.00	0.00	0.00
12	1465.1 Dwelling Equipment—Non-expendable	200,000.00	0.00	0.00	0.00
13	1470 Non-dwelling Structures	0.00	0.00	0.00	0.00
14	1475 Non-dwelling Equipment	0.00	0.00	0.00	0.00
15	1485 Demolition	100,000.00	0.00	0.00	0.00
16	1490 Replacement Reserve	0.00	0.00	0.00	0.00
17	1492 Moving to Work Demonstration	0.00	0.00	0.00	0.00
18	1495.1 Relocation Costs	100,000.00	0.00	0.00	0.00
19	1499 Development Activities	0.00	0.00	0.00	0.00
20	1502 Contingency	0.00	0.00	0.00	0.00
21	Amount of Annual Grant: (sum of lines 2 - 20)	2,040,048.00	0.00	0.00	0.00
22	Amount of line 21 Related to LBP Activities	0.00	0.00	0.00	0.00
23	Amount of line 21 Related to Section 504 compliance	0.00	0.00	0.00	0.00
24	Amount of line 21 Related to Security -Soft Costs	0.00	0.00	0.00	0.00
25	Amount of Line 21 related to Security-- Hard Costs	0.00	0.00	0.00	0.00
26	Amount of line 21 Related to Energy Conservation Measures	500,000.00	0.00	0.00	0.00
27	Collateralization Expenses or Debt Service	538,332.64	0.00	0.00	0.00

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

PHA Name: HOUSING AUTHORITY OF JOLIET		Grant Type and Number Capital Fund Program Grant No: IL06-PO24-50108 Replacement Housing Factor Grant No:				Federal FY of Grant: 07/01/2008		
Dev. No./Name Or HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Obligated Expended		
Operations	Contribution to the Operating Budget	1406	20%	408,000.00		0.00	0.00	
Administration	Salaries for Modernization Department Staff & Other Agency Staff	1410	100%	205,000.00		0.00	0.00	
Management Improvements	Salaries for Resident Initiative Staff	1408	1	45,000.00		0.00	0.00	
	Staff Training	1408	---	5,000.00		0.00	0.00	
	Pre-Development / Planning Consultant	1408	1	28,715.36		0.00	0.00	
Fees & Costs	Misc. A&E/Advertisements	1430	--	10,000.00		0.00	0.00	
AMPs 1 & 3 Desplaines Gardens and Fairview Homes	Resident Relocation / Relocation Assistance Benefits	1495	122/168	100,000.00		0.00	0.00	
	Demolition	1485	122/168	100,000.00		0.00	0.00	
PHA-Wide	Replacement of Appliances	1465	944	200,000.00		0.00	0.00	
AMPs 4, 6, 7, & 8 Senior Sites	Trash Compactor Install at AMP 4	1460	2	125,000.00		0.00	0.00	
	Exterior Wall Improvements –Tuck pointing	1460	4	200,000.00		0.00	0.00	
	Shower Stall Improvements For AMPs 7 & 8, Stryker & Kennedy Buildings	1460	350	75,000.00		0.00	0.00	
	Debt Service – Illinois Capital Fund Bond Pool	Debt Service		538,332.64		0.00	0.00	

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

PHA Name: HOUSING AUTHORITY OF JOLIET		Grant Type and Number Capital Fund Program Grant No: <u>IL06-PO24-50108</u> Replacement Housing Factor Grant No:			Federal FY of Grant: 07/01/2008			
Dev. No./Name Or HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Obligated Expended		
			Grant Total:	\$2,040,048.00	0.00	0.00	0.00	

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

PHA Name: HOUSING AUTHORITY OF JOLIET		Grant Type and Number Capital Fund Program No: IL06-PO24-50108 Replacement Housing Factor No:					Federal FY of Grant: 07/01/2008
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	
AMPs 1 & 3 Desplaines Gardens and Fairview Homes	09/30/2010			09/30/2011			
AMPs 4, 6, 7, and 8 Senior Sites	09/30/2010			09/30/2010			
HA-Wide Management Improvement Activities: Operations Contribution, Administrative Salaries, Staff Training, etc.	09/30/2010			09/30/2011			

7A(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

- a. Yes No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)
- b. If yes to question a, select one:
- The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan
- or-
- The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

PHA Name HOUSING AUTHORITY OF JOLIET		<input type="checkbox"/> Original 5-Year Plan FY 2005 – 2009 <input checked="" type="checkbox"/> Revision No: 03/2008
Development Number/Name /HA-Wide	Year 4 2008	Work Statement for Year <u>5</u> FFY Grant: IL06-PO24-50109 PHA FY: 7/01/2009
PHA-Wide	See Annual Statement	483,009.60
COCC		205,000.00
AMP 1 Desplaines Gardens		59,043.13
AMP 2 Liberty Meadow Estates Mixed-Income Housing Community		0.00
AMP 3 Fairview Homes		59,043.13
AMP 4 John O. Holmes Complex		206,790.42
AMP 5 Heritage Place Supportive Living Community		106,790.43
AMP 6 John C. Murphy Building		206,790.42
AMP 7 John Kennedy Terrace		256,790.42
AMP 8 Adlai Stevenson Gardens		256,790.42
Total CFP Funds Estimated	2,040,048.00	2,040,048.00
Total Replacement Housing Factor Funds	0.00	0.00

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages— Work Activities				
Activities for Year 4	Activities for Year: <u>5</u> FFY Grant: IL06-PO24-50109 PHA FY: 7/01/2009			
2008	Development Name/Number	Major Work Categories	Estimated Cost	
See Annual Statement	PHA Wide Activities	Contribution to Operations	408,009.60	
	AMPs 4, 5, 6, 7, 8	Debt Service	533,952.14	
	AMPs 1 & 3	Development Activities	118,086.26	
	COCC	Administrative Staff Salaries	205,000.00	
	PHA Wide Activities	Resident Initiative Staff Salary	45,000.00	
	AMPs 7 & 8	Shower Stall Improvements	300,000.00	
	AMPs 4, 6, 7, 8	New Cabinets/Tops	400,000.00	
	PHA Wide Activities	Misc. Fees & Costs	30,000.00	
	TOTAL CFP ESTIMATED COST			2,040,048.00

7A(3) Modernization through the Illinois Capital Fund Bond Pool

Illinois Capital Fund Bond Pool Improvements

Status Report

The **Housing Authority of Joliet (HAJ)**, in cooperation with the Cook County, Quincy, Lee County, and Greater Metropolitan Area of Rock Island County, all Illinois Public Housing Authorities, formed the Illinois Public Housing Finance Corporation (IPHFC), for the purpose of creating pool financing structures to permit housing authorities to borrow money against future HUD grants by pooling borrowings to realize savings in transaction costs and interest rates. The corporation, in partnership with the Illinois Housing Development Authority (IHDA), held the closing May 19, 2005 for the issuance of \$25,726,400 in Capital Fund Program Revenue Bonds. The Housing Authority of Joliet was issued \$6,774,170 for capital improvements from the bond proceeds and an additional \$108,000 grant from the Illinois Housing Development Authority to supplement funding for same.

The HAJ has targeted its Senior / Disabled Sites to receive improvements the agency would not be able to immediately afford without the Illinois Capital Fund Bond Pool Program. This has been a wonderful opportunity to not only improve resident quality of life, but also effectively compete against other private and public sector Senior Housing Programs. Physical Improvements funded through this bond issue include parking lot and sidewalk improvements; security improvements; elevator upgrades; Window and HVAC Replacement; Installation of Fire Sprinkler Systems; and Shower Stall Improvements.

The replacement of existing aluminum windows at the John O. Holmes Complex and Desplaines Gardens (Quads) was contracted in July, 2005 and was completed July 7, 2006. The windows were in dire need of replacement, as 95% of the window seals were broken, the solid aluminum frames were conductors of cold air, rather than insulators from the cold; the existing electrical base board heat systems were thirty-seven (37) years old with deteriorating heating elements for which replacement parts are limited; and built-in room air conditioning was needed in all the senior / disabled dwelling units to not only increase the marketability of the units, but to enhance the living conditions and quality of life for the residents.

The much-needed resurfacing of the parking lots and sidewalk improvements of the John C. Murphy Building, John F. Kennedy Terrace, Adlai Stevenson Gardens, and the HAJ Administration Office was complete August 12, 2005.

To maximize security, safety, and peace at Senior/Disabled Highrise Buildings, the HAJ commissioned the installation of a security system which includes closed circuit television (CCTV) and camera monitoring system, intercom system, indoor and outdoor surveillance cameras, and exit door alarm system. The project, funded through the Illinois Capital Fund Bond Pool issuance, was complete August 30, 2005.

The modernization of all roof ventilation fans at the Senior/Disabled Highrise Buildings was completed March 17, 2006 and has improved the circulation and ventilation of air within each building.

The elevator and lift modernization at the six (6) highrise buildings and at the HAJ Administration Building was contracted June 30, 2005. All elevators received a new winch assembly, motor, steel rope, and wiring; new elevator control panels; new elevator car interior paneling, stainless steel bottom plate, and steel guard rails; new stainless steel door jambs; and newly painted elevator doors. The project was complete September 15, 2006.

The installation of Fire Sprinkler Systems at the HAJ's six (6) senior/disabled highrise buildings was contracted out October 12, 2005 and will maximize the fire safety of our residents and comply with the Illinois State Fire Marshall's 2002 adoption of the National Fire Protection Association (NFPA) Life Safety Code 101. The project was completed July 14, 2007.

Architectural & Engineering plans and specifications for Shower Stall Improvements at the Adlai Stevenson Gardens and John F. Kennedy Terrace have been completed and proposals for the physical work are currently under evaluation for future modernization.

Architectural & Engineering plans and specifications for the rehabilitation of the 400 N. Bluff Street Building at John O. Holmes Complex were developed and the \$2.8million contract for the comprehensive rehabilitation was executed October 6, 2006. Capital Funds and Capital Fund Bond Pool proceeds both were used to complete this project. The comprehensive rehabilitation, including the installation of a fire sprinkler system in each unit and in all common areas, installation of a trash compactor system, elevator upgrades, apartment reconfiguration including kitchen cabinetry and appliances, new windows and window treatments, and the addition of common area / accessible baths, dining, and lobby was substantially complete November 15, 2007. Heritage Place was approved for occupancy on December 6, 2007.

As of March 18, 2008, \$148,493.19 in CFP Program Funds, all Capital Fund Bond Pool proceeds (\$6,774,170.34), the IHDA Grant of \$108,000, as well as most of the interest earned (approximately 395,402.10), altogether totaling \$7,426,065.63 has

been expended on the above described capital improvement projects. The remaining \$68,603.22 is anticipated to be expended before May, 2008.

See Capital Fund Bond Pool Funded Improvements,
listed in P&E format, for the period ending 03/15/2008.

(Performance & Evaluation Reports – see electronic attachment, “il024a01”)

• *Rationale for financing activities verses funding activities with annual capital improvement grant:*

Statement of Need

The Housing Authority of Joliet receives an average of \$2.1 million dollars annually for the capital improvement needs of its 1,099 conventional public housing units. From 1991 through 2001, the HAJ spent a large percentage of its capital fund rehabilitating the Fairview Homes, one of three (3) family housing developments under IL024-003, through a resident initiative Step-Up Program. Thus, limited capital improvements have been made to the senior/disabled housing developments. Utilizing the Illinois Capital Fund Bond Pool will allow the Authority to implement numerous health and safety, security, and cosmetic capital improvements at the senior/disabled developments that the Authority would not otherwise be able to immediately afford. This initiative will compliment the Energy Performance Contract improvements, completed last year, at these senior / disabled housing developments. In fact, the Authority will be able to implement all work items in the previously approved CFP 5-Year Action Plan with the Bond Issue. We estimate all Bond Pool work items will be completed by September 2007.

Adequacy of Capital Funds after Debt Service

The improvements the Authority intends to implement through the Illinois Capital Fund Bond Pool supplemented with Energy Performance contract improvements, will address most of the needs of the senior/disabled developments for the next twenty (20) years; however the Authority's family developments have been classified functionally obsolete and must be re-developed. Redevelopment of Springbluff Homes (aka Poole Gardens, one of three scattered sites under IL06-P024-003) is underway and construction is projected to start during the Spring of 2007. We anticipate the redevelopment planning process for Fairview Homes, a second site under IL06-P024-003, as well as for IL06-P024-001 and IL06-P024-002, to begin during 2008. The Transformation of these sites will be achieved utilizing funding from other sources (i.e.: LIHTC, HOME, loans, etc.).

Through the Bond Pool, the Authority plans to implement major capital improvements for its senior / disabled units located within the following developments: IL06-P024-003 Desplaines Gardens Quads, IL06-P024-004 John O. Holmes Complex, IL06-P024-005, Riverside Terrace (John C. Murphy Building), and IL06-P024-006 John Kennedy Terrace and Adlai Stevenson Gardens. Once we have completed these improvements, the Authority will have sufficient Capital Funds to address life cycle needs, as well as health and safety and cosmetic needs that may arise.

The Authority's three (3) family housing developments IL06-P024-001 (76 units), IL06-P024-002 (46 units), and one (1) of three (3) scattered sites under IL06-P024-003 (314 units), are targeted for redevelopment. The Authority will continue to maintain these sites through its Maintenance and Capital Fund Program to ensure compliance with the Uniform Physical Condition Standards until such time as outside financing has been secured and redevelopment begins.

After the debt service payment on the Bonds, the remaining CFP Grant funds will be sufficient to address the needs of the Authority's housing stock and will be targeted to addressing life cycle, health and safety, and cosmetic improvements, as identified through its Physical Needs Assessment, and will be reflected in the Agency's future Five Year Plans, beginning 2005 – 2010, in addition to the Authority's administrative and management needs.

Development Activities will be funded through outside sources (i.e. Low Income Housing Tax Credits, HOME, etc) but Capital Funds may be used to fill minor financing gaps.

Analysis as to adequacy of Capital Funds is based on a 20 Year Capital Plan/Physical Needs Assessment prepared in the first quarter 2004 by Architectural Consulting Group, Ltd.

7A(4) Annual Reporting Requirement

(Performance & Evaluation Reports – see electronic attachment, “il024a01”)

CAPITAL FUND PROGRAM TABLES START HERE

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

Applicability of sub-component 7B: 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.

- Yes No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
- b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)
1. Development name:
 2. Development (project) number:
 3. Status of grant: (select the statement that best describes the current status)
 - Revitalization Plan under development
 - Revitalization Plan submitted, pending approval
 - Revitalization Plan approved
 - Activities pursuant to an approved Revitalization Plan underway

- Yes No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year? If yes, list development name/s below:

AMP 1 – Desplaines Gardens – 122 family housing units

- Yes No: d) 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:

See Targeting Redevelopment Statement – next page

- Yes No: e) 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:

**HOUSING AUTHORITY OF JOLIET
IL06-P024**

Targeting Redevelopment Statement

The Authority has targeted 396 family housing units identified by three (3) AMPs for demolition/disposition and redevelopment.

Our goal is to demolish and redevelop the 396 family dwelling units located within AMPs 1, 2, and 3, as delineated below:

<u>Project No.</u>	<u>Year Built</u>	<u>No. of Units</u>	<u>No. of Bldgs.</u>	<u>Name and Location</u>
AMP 1 Desplaines Gardens Family Housing	1959 1954	76 <u>46</u> 122	13 9	Desplaines, Wallace, York, & Marion Water Street
AMP 2 Springbluff Homes Family Housing	1966	106	25	McKay Street and Garland Court - DEMOLISHED 11/20/2007 - <i>now Liberty Meadow Estates</i>
AMP 3 Fairview Homes Family Housing	1966	168	40	Englewood, Fairmount, Juniper, Rosalind, Cardinal, and Robin Streets

The above-listed units are distressed, as determined by Borrell Technology Incorporated (BTI) in the Authority's 2000 Asset Management Plan; in a 2003 HOPE VI Feasibility Study performed by Gilmore Kean, LLC; and in the 2004 Physical Needs Assessment completed by Architectural Consulting Group, LLC. According to the 2003 study said 396 units do not meet HOPE VI scoring criteria nor do they meet Mandatory Conversion requirements, pursuant to 24 CFR Part 971; however, the Authority has exercised its discretionary authority to demolish and redevelop said sites into mixed-income communities.

The Authority is considering the pursuit of a 2008 HOPE VI for the revitalization of Desplaines Gardens. We believe Desplaines Gardens has many characteristics necessary to be a competitive HOPE VI candidate.

It is the philosophy and the desire of the Housing Authority of Joliet's Board of Commissioners, as well as that of the City of Joliet, to ensure the success and viability of the Authority's assets. That being said, **before** any residents are relocated and **before** any units are demolished, financing must be in place for the redevelopment project. Demolition will only occur when financing is secured. If no financing, then we will shift our focus from redevelopment to maintaining the family dwelling units and addressing the health and safety, energy efficiency, and cosmetic needs identified within the Physical Needs Assessment with on-going Capital Funds.

The Housing Authority of Joliet has targeted its Springbluff Homes (aka Poole Gardens) family housing site as **first** to be "**transformed**" into a mixed-income community. Springbluff, together with the adjacent vacant land the HAJ purchased in 2005, will become a Joliet community of choice, offering single family and duplex homes to families of all incomes who qualify for the Authority's lease-to-own program.

On April 3, 2006, the Housing Authority of Joliet Development Team submitted a 9% Low-Income Housing Tax Credit application to the Illinois Housing Development Authority (IHDA) for the project and financing was secured at a November 1, 2007 closing including state donation credits and low-income housing tax credits / investor capital, HOME funds, AHP grant funds through the Federal Home Loan

Bank, IHDA Trust Funds, and a construction loan through First Midwest bank which will be replaced by a permanent/AMBAC loan through IHDA (purchased by AFL-CIO) once construction is complete. **Currently construction on Phase I is approximately 50% complete.**

Liberty Meadow Estates Mixed-Income Community Overview

Please be advised that Liberty Meadow Estates is continually evolving causing "updates" to occur regularly. This project summary should be considered an overview.

The **Sponsor** of Liberty Meadow Estates mixed-income residential development is the Housing Authority of Joliet ("HAJ"). The HAJ developed the concept, organized the development team and solicited and procurement municipal support for the project. Upon satisfactory achievement of these goals, the HAJ created a limited liability Corporation and a non-profit member to serve as the developer of the project.

The **Developer** of the project for **Phase II**, is the General Partnership entity **Liberty Meadow Estates, LLC** whose 501(c)(3) non-profit 100% owner is **Will County Housing Development Corporation, wholly owned instrumentality of the Housing Authority of Joliet.** (For Phase I, the General Partnership entity is Briggs-Rosalind Development LLC – the managing member is Will County Housing Development Corporation and the second non-profit member is Forest Park Community Center, Inc.

The developer was created to: 1) attract public and private financing for the development; 2) secure all local and state approvals for construction; 3) ensure that the development of the site results in the creation of an affordable housing community that provides decent safe affordable quality residence for families and persons of mixed income.

The Phase I Development Team (Alliant Financial the Limited Partner and 99% Owner of the Limited Partnership, Briggs -Rosalind Development LLC, Housing Authority of Joliet, Urban Financial Services, Mahoney, Silverman, & Cross, Ltd., Goody Clancy Master Planners, Bruce Schiff Tax Credit Accountant, Carlson Brothers General Contractors, Geotech Civil Engineering, Royster Group Property Management, and Greenberg Traurig Tax Credit Attorneys) has developed a Master Plan for the development of approximately 174 Mixed-Income Housing units on 63.96 acres [51.08 acre Briggs and Rosalind site (vacant parcel the Authority purchased in 2005) and 12.88 acre Poole Gardens (now demolished) Housing Development site] – **Liberty Meadow Estates.**

Construction and financing are both expected to occur over three (3) phases.

Phase One, located on approximately 30.71 acres of the 63.96 acre site, will consist of 56 lots and 74 units (36 duplex units and 38 single family homes): 63 tax credit single family/duplex mixed income lease-to-own units (for families at or below 60%AMI) and 11 market rate single family/duplex lease-to-own units. Construction began in September, 2007 and will be complete in September, 2008. No public housing units are included in Phase One; however, 17 project based vouchers will be dedicated to this phase. Additionally, 13 for-sale lots will be made available for the construction of homes for immediate sale.

Phase Two (Transformation of Spring Bluff Homes, aka Poole Gardens into Liberty Meadow Estates) shall consist of approximately 48 units. Demolition of the *106 Public Housing units at the Poole Gardens site* was complete November 20, 2007. (Relocation was complete with the final move-out on September 27, 2007.) An April, 2008 application is planned for both the 9% LIHTC through the Illinois Housing Development Authority and the Federal Home Loan Bank's Affordable Housing Program.

The **Phase II Development Team** currently consists of Alliant Financial the Limited Partner and 99% Owner of the Limited Partnership, Liberty Meadow Estates LLC, Housing Authority of Joliet, Affordable Housing Consultants (formerly Urban Financial Services), Mahoney, Silverman, & Cross, Ltd., Bruce Schiff Tax Credit Accountant, Greenberg Traurig Tax Credit Attorneys, Arête 3 Architect, Carlson Brothers General Contractors, Geotech Civil Engineers.

Phase Three would then be anticipated for Spring, 2009 and will utilize the balance of buildable lots available at Liberty Meadow Estates, resulting in approximately 38 units.

Overview

The master plan for Liberty Meadow Estates (the Briggs and Rosalind Site and the Poole Gardens Site) was developed over a six month period with the input of various stakeholders, including; the Joliet Housing Authority staff, residents of Poole Gardens, County representatives, the City of Joliet, Commissioners and numerous others. The Briggs and Rosalind site consists of approximately 51.08 acres of land and is located directly north of the Poole Garden site which accounts for an additional 12.9 acres of land. The combined total acreage for these two sites is approximately 64 acres. Currently we are in negotiation to acquire an additional 10 acre parcel located on the southwest corner of Briggs and Rosalind Street for the possibility of commercial, as well as market rate and affordable housing development.

Site Design

The master plan creates a series of new “grid-like” streets and parks that will ultimately weave together these two sites into one seamless sub-division. More specifically, the master plan includes a series of phases that will include a total approximately 174 new residential units. The 174 units will include a mix of duplex and single family homes, creatively spread throughout the entire site to integrate the units and not segregate them into clusters. Each unit will have its own front and rear yards. Duplex units that are located at a street corner will be designed to give each unit a unique street address and its own front and rear yard as well. A Community Association will be established and covenants designed to maintain the marketability of the community will be in place within all lease agreements or purchase contracts.

The master plan also includes a new 3,000 square foot community building, strategically located at the edge of the existing Forest Park to maximize the programming opportunities between the Park Districts land and the new Briggs – Rosalind Homes Site. The community building will be built as part of Phase One and will include space for an on-site management office, fitness / recreation room, resident meeting / activities room, and maintenance storage. Management responsibilities will be assumed by the Housing Authority of Joliet in partnership with Royster Property Management Services, Inc. as the tax credit compliance agent.

Finally, the plan is organized around a series of open spaces including “linear parks” and “pocket parks” containing playground areas, tot-lots and amenities for people of all ages. The master plan has over 5.5 acres of open spaces, which dramatically exceeds the existing zoning requirements. The open spaces are designed to have the maximum amount of visual surveillance by lining them with houses that front each park. This design feature for security is applied to the neighboring park to the west (Forest Park) by lining it with a public right of way and new homes as well. This design feature was well received with the Parks District as they too are looking to advance security for their parks through visual surveillance methods.

Market Rate / For-Sale Unit Summary

It is anticipated the market rate for-sale homes will be marketed through a realtor. Buyers of these homes will be selected on a first come, first serve basis and Community Association covenants will be included in the purchase agreements (i.e. language mandating owner-occupied homes, etc.). Approximately twenty-seven (27) for-sale homes will be built throughout Liberty Meadow Estates (over all three phases). Our goal is to sell all units built for outright sale within the same year constructed.

Building Design

There will be a variety of exterior architectural expressions and materials. At least 50% of the front facade will consist of brick or stone. Design amenities will include living rooms, front porches, bay windows, shutters, central air, and appliances. There will be four different floor plans for the single family units having seven different exterior expressions and there will be two different duplex floor plans having four different exterior expressions. Each unit will have a one car or a two car attached garage, depending on the model. The Design/Build (General) Contractor for Phase One is Carlson Brothers, Inc. and the Architect assisting in the design-build is Arête 3, Ltd. Overall project management authority will be exercised by the Housing Authority of Joliet; however the Illinois Housing Development Authority and First Midwest Bank will closely monitor the construction process for compliance.

Financing Summary

To create long-term affordability, the project is conceived as a “mixed-income / mixed-financed community”, utilizing a combination of public and private funds to create a community of choice. Phase One financing (for which the closing was complete November 1, 2007), totaling more than \$17.9MM has been secured through: the Illinois Housing Development Authority (IHDA) – 9% LIHTC allocation, State Donation Credit allocation, and an AMBAC loan (permanent loan); First Midwest Bank – Construction Loan; Federal Home Loan Bank (First Midwest Bank as Sponsor) – Affordable Housing Program (AHP) Grant; City of Joliet – HOME funds loan; and Will County – HOME funds grant. The investor for the tax credits is J.P. Morgan and the investor for the AMBAC loan is AFL-CIO Housing Investment Trust.

Phase One – Site Plan

As mentioned above, the master plan will be built out over a series phases. For the purposes of the City of Joliet / HAJ Development Agreement and the IDHA application we have designated an area called “Phase One”. Phase One will include the following features/ components:

- 1) Total acreage of Phase One: 30.71 acres
- 2) Number of lots: 56 lots
- 3) Buildings: 18 duplex homes (36 units)
38 single family homes
74 (Total rental/lease-to-own units)
52 three (3) bedroom units
and 22 four (4) bedroom units
- 4) Community Building: (approximately 3,000 sq feet) - This will also include 14 parking spaces for the community building
- 5) Open Space: 3.5 acres
- 6) 1 - Tot-lot and playground area
- 7) Retention pond with perimeter walking trails
- 8) Connections and walking trails to the adjacent Forest Park
- 9) Connections and walking trails to nearby Forest Preserve

Phase Two – Proposed Area and Unit Mix

- 1) Total acreage of Phase One: 15.4 acres
- 2) Number of lots: 32 lots
- 3) Buildings: 32 duplex units (16 buildings) – 16 2BR and 16 3BR
16 single family homes - 10 4BR and 6 3BR
48 (Rental/lease-to-own units)
- 4) Project Based Vouchers: It is anticipated the project will receive twelve (12) project based vouchers to subsidize the rents of twelve (12) qualified families at or below 50% Area Median Income.

Liberty Meadow Estates (3 Phases) Lease-to-Own Homeownership Program Summary:

All of the homes will be made available to households qualifying under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”), administered by the Illinois Housing Development Authority. Upon completion of the 15-year compliance period, these homes will be available for purchase to qualifying low-income households with a first right of refusal extended to existing residents. “Liberty Meadow Estates will” be a viable entry into the possibility of new homeownership for a significant number of low-income working households in the greater Joliet area.

A key objective of the community plan under which Liberty Meadow Estates is being developed is to promote homeownership in the neighborhood. The goal is to provide a safe decent affordable living environment that addresses the economic limitations of the residents while offering a lease-to-own program option that enables low income families an opportunity to achieve homeownership upon expiration of the tax credit compliance period. The development attempts to meet this objective in three ways: 1) through its physical design; 2) through its financing structure; and 3) through social services that prepare and assist residents with the eventual purchase and maintenance of their home.

Although the program will not work for every resident, it does address the most common barriers to homeownership encountered by low-income families:

- Difficulty in saving for a down payment and closing costs; and
- Identifying well-maintained, decent homes that are affordable and available in their neighborhoods.

The first step in providing a viable homeownership option is to construct a home that residents will want to buy. The homes contemplated will feature either 3 or 4 bedrooms and 2 bathrooms to serve larger families. Designed as a “community of choice”, Liberty Meadow Estates will reflect a prairie architectural style featuring brick and vinyl finishes accented with distinctive pitch roofs, ornamental window treatments, picture windows and a minimum of a one-car attached garage. The homes will average in size between 1,700 sq. ft. for a duplex and 1,990 sq. ft. for a single family home and all residences will feature secured private access, carpeted floors, individual gas furnaces and central air conditioning, handicap adaptable bathrooms, mini-blinds, and walk-in closets. Main streets will be curbed and guttered with at least 30% of the project site allocated to landscaped greenways, lighted walkways, and retention ponds. In all, we believe that upon expiration of the 15-year compliance period, Liberty Meadow Estates will offer the most attractive homes for sale in the neighborhood.

The next step is to provide help to residents, where needed, in overcoming the barriers to homeownership. For this, Will County Housing Development Corporation, the 501(c)(3) non profit instrumentality wholly owned by the Housing Authority of Joliet and managing member of the General Partnership, has crafted a plan to make the purchase a clear and attainable goal and to provide counseling and other services that will help residents reach that goal. The general partner, Will County Housing Development Corporation, will work with the Housing Authority of Joliet, the Illinois Housing Development Authority through its American Dream Down payment Initiative (ADDI), and City of Joliet to bundle additional financing, down payment and homeownership assistance. This should create a truly feasible program to promote homeownership and make it a reality for low and very low-income families. Specific elements of the development’s homeownership program include:

Lease-to-Own Mechanism:

- Each home will be made available for purchase by qualified current tenants vis-a-vi a “first right of refusal agreement”, exercisable after the completion of the 15-year compliance period;

- An affordable price that will be fixed and agreed to upon move-in – with each resident. This price will be set at no more than the appraised value to the extent that the sale price minimally retires the unit pro-rata share of the existing debt and land cost, as well as cover the incidental expenses of conveying the transfer; and
- The purchase price can be financed over the life of the lease for qualified families via the “Good Stewardship Program” and other means outlined below:
 1. Current residents can earn “good stewardship” credit applied against the purchase price of the home for maintaining a quality residence as a rental household and complying with all lease-to-own conditions in the Lease Agreement. Residences will be inspected quarterly each year during the compliance period. Residences passing the home inspection and compliance with all lease agreement provisions will be awarded a \$500 credit per quarter or \$2,000 per year to be applied against the purchase price or credited towards the purchase of shares into a housing cooperative either creating affordability per affordable housing guidelines.
 2. Reserve monies from the project will be available for use to assist in the lease-to-own down payment and closing costs (i.e. operating and replacement reserves will be made available to close any gap that remains).
 3. Security Deposit plus interest earned off same (minus required deductions) will be available for use to assist in the down payment and closing costs.
 4. Residents will also be encouraged to establish a homeownership savings account through the financial planning / management program to provide supplemental funds to use towards down payment and closing costs.

In all, through the “Good Stewardship Program”, qualifying tenants will be able to finance the purchase of their home – in part – with the down payment and closing costs satisfied with credit and reserves earned under the lease program. Residents will also be offered training related to the on-going management of their homes and neighborhoods in anticipation of the purchase. The program will facilitate the sale of the homes at a price whose monthly expenses are projected to be less than the monthly rental payment in year fifteen (15).

C. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. Yes No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

2. Activity Description

- Yes No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

Demolition/Disposition Activity Description	
1a. Development name:	Fairview Homes
1b. Development (project) number:	AMP 3
2. Activity type:	Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	Early Spring, 2009
5. Number of units affected:	168
6. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development – all of AMP 3
7. Timeline for activity:	a. Actual or projected start date of activity: October, 2009- depending on financing and relocation timing b. Projected end date of activity: Prior to March, 2010
Demolition/Disposition Activity Description	
1a. Development name:	Desplaines Gardens
1b. Development (project) number:	AMP 1
2. Activity type:	Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	Early Spring, 2009
5. Number of units affected:	122
6. Coverage of action (select one)	<input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development – 3 of 4 sites of AMP 1
7. Timeline for activity:	a. Actual or projected start date of activity: October, 2009 – depending on financing and relocation timing b. Projected end date of activity: Prior to March, 2010

ALSO - See Section 18 L for the Housing Authority of Joliet Relocation Plan.

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. Yes No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

- Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description	
1a. Development name:	HERITAGE PLACE (previously John O. Holmes IL24-004)
1b. Development (project) number:	AMP 5
2. Designation type:	Occupancy by only the elderly <input checked="" type="checkbox"/> Supportive Living Facility Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one)	Approved; included in the PHA’s Designation Plan <input type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved , submitted, or planned for submission:	April 24, 2007
5. If approved, will this designation constitute a (select one)	<input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected:	49 – 45 dwelling units, 4 units removed for additional common space / dining room
7. Coverage of action (select one)	<input checked="" type="checkbox"/> Part of the development 400 N. Bluff Street only <input type="checkbox"/> Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. Yes No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

Initial Assessment for Mandatory Conversion

As described in 24 CFR Part 971.3 and 24 CFR Part 972, the following initial assessments have been made regarding the Housing Authority of Joliet public housing stock as it relates to both mandatory conversion and voluntary conversion.

1. The development is subject to required conversion under 24 CFR part 971 :

Standards to follow for identifying developments subject to section 202's requirement for the removal from public housing inventory:

Initial Assessment for Mandatory Conversion:

a. Be on same or contiguous sites:

AMP 1 134 family dwelling units and 28 elderly dwelling units – contiguous

AMP 2 Demolished November 30, 2007 (previously 106 family units)

AMP 3 168 family dwelling units – same

AMP 4 125 elderly/disabled dwelling units - same

AMP 5 45 frail elderly dwelling units – same

AMP 6 139 elderly/disabled dwelling units – same

AMP 7 173 elderly/disabled dwelling units – same

AMP 8 177 elderly/disabled dwelling units - same

b. Total more than 300 dwelling units:

None of the above total more than 300 dwelling units.

c. Vacancy Rate of at least 10% for dwelling units not in funded, on-schedule modernization:

AMP 5 – Heritage Place Supportive Living Facility re-opened on December 6, 2007 after a long and comprehensive rehabilitation / modernization program. Full occupancy is anticipated by December 2008.

It is the HAJ's initial assessment that based on the above, none of our housing stock qualifies for mandatory conversion.

2. The development is the subject of an application for demo or dispo that has not been disapproved by HUD.

N/A

3. The development has been awarded a HOPE VI revitalization grant.

N/A

4. The development is designated for occupancy by the elderly/disabled.

AMP 4 John O. Holmes Complex

AMP 5 Heritage Place

AMP 6 John C. Murphy Bldg.

AMP 7 John F. Kennedy Bldg.

AMP 8 Adlai Stevenson Bldg.

Not Subject to Conversion due to elderly/disabled designation.

B. Voluntary Conversions: As stated in Notice PIH 2001-26, beginning with FY 2002, all PHAs must address the following questions about their Required Initial Assessments and include the information as a required attachment to the PHA Plan.

A PHA must certify that it has reviewed each covered development's operations as public housing; considered the implications of converting the public housing to tenant-based assistance; and concluded that the conversion of the development may be: (i) appropriate because removal of the development would meet the necessary conditions for voluntary conversion; or (ii) inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion.

1. How many of the PHA's developments are subject to the Required Initial Assessments?

Three (3) developments are subject to the Assessment:

AMP 1 Desplaines Gardens
AMP 3 Fairview Homes

2. How many of the PHA's developments are not subject to the Required Initial Assessments based on exemptions (e.g., elderly and/or disabled developments not general occupancy projects)?

Three (3) developments are not subject to the Assessment due to elderly/disabled classification.

AMP 4 John O. Holmes Complex
AMP 5 Heritage Place
AMP 6 John C. Murphy Bldg.
AMP 7 John F. Kennedy Bldg.
AMP 8 Adlai Stevenson Bldg.

3. How many Assessments were conducted for the PHA's covered developments?

The Housing Authority of Joliet has conducted an annual Initial Assessment of each family development.

4. Identify PHA developments that may be appropriate for conversion based on the Required Initial Assessments:

Development Name	Number of Units
NONE AT THIS TIME	-0-

5. If the PHA has not completed the Required Initial Assessments, describe the status of these assessments.

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. Yes No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: 1b. Development (project) number:
2. Federal Program authority: <input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA’s Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: <u>(DD/MM/YYYY)</u>
5. Number of units affected: 6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

B. Section 8 Tenant Based Assistance

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 component 12; if “yes”, describe each program), unless the PHA is eligible to complete a streamlined submission due to high performer status. High performing PHAs may skip to component 12.)

See Section 8 Homeownership Capacity Statement, component 18 E.

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, which statement best describes the number of participants? (select one)

- 25 or fewer participants
- 26 - 50 participants
- 51 to 100 participants
- more than 100 participants

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 below:

See Section 8 Homeownership Capacity Statement, component 18 E.

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

Yes No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? **04/01/95**

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- Client referrals
- Information sharing regarding mutual clients (for rent determinations and otherwise)
- Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
- Jointly administer programs
- Partner to administer a HUD Welfare-to-Work voucher program
- Joint administration of other demonstration program
- Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

- Public housing rent determination policies
- Public housing admissions policies
- Section 8 admissions policies
- Preference in admission to section 8 for certain public housing families
- Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- Preference/eligibility for public housing homeownership option participation
- Preference/eligibility for section 8 homeownership option participation
- Other policies (list below)

b. Economic and Social self-sufficiency programs

- Yes No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method: (waiting list/random selection/specific criteria/other)	Access: (development office / PHA main office / other provider name)	Eligibility: (public housing or section 8 participants or both)

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing		
Section 8		

- b. Yes No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

The HAJ does not administer a Family Self-Sufficiency program.

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

- Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
- Informing residents of new policy on admission and reexamination
- Actively notifying residents of new policy at times in addition to admission and re-examination.
- Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
- Establishing a protocol for exchange of information with all appropriate TANF agencies
- Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

Housing Authority of Joliet Community Service Requirement Statement

The Quality Housing and Work Responsibility Act of 1998 mandates the Housing Authority of Joliet to require that all adults living in public housing contribute 8 hours of community service (not including political activities) per month within the community in which the adult resides; or participate in an economic self-sufficiency program for 8 hours per month; or perform/participate in 8 hours of combined community service and economic self-sufficiency activities/programs.

Exempt from the community service requirement is any adult who:

- Is 62 years of age or older;
- Is an individual with a disability, as defined under section 216[i][I] or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of an individual;
- Is an individual engaged in a work activity as defined in section 407[d] of the Social Security Act;
- Is an individual that is 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, 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;
- Is in a family receiving assistance under a State program funded under Part A of Title IV of the Social Security Act, 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, and has not been found by the State or other administering entity to be in noncompliance with such program.

For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is also defined as participating in a Family Self-Sufficiency Program and being current in the steps outlined in the Individual Training and Services Plan; participating in the Housing Authority of Joliet's Step-Up Employment and Training Program and being current in the steps outlined within the Training and Services Plan; participating in an educational or vocational training program designed to lead to employment; improving the physical environment of the resident's development; volunteer work with a local school, hospital, child care center, homeless shelter, or other community service organization; working with area youth organizations; working with local neighborhood groups on special projects; raising young (pre-school) children at home where a spouse is working; participation in programs that develop and strengthen resident self-responsibility such as drug and alcohol abuse counseling and treatment, household finance/budgeting, credit counseling, English language proficiency; or other activities approved by the PHA on a case-by-case basis.

The Housing Authority shall provide all adult residents with a brochure listing of local agencies and organizations that offer community service and volunteer opportunities. It is the personal responsibility of all adult household members who are required to comply with the community service requirement to locate an agency or organization and to comply with the community service requirement. It shall be the responsibility of the Housing Authority to annually verify resident compliance with this community service requirement.

The Housing Authority shall ensure that all community service programs are accessible for persons with disabilities. The Housing Authority shall also ensure that the conditions under which the work is to be performed are not hazardous; the work is not labor that would be performed by the Housing Authority's employees responsible for essential maintenance and property services; or the work is not otherwise unacceptable.

The Housing Authority shall review resident compliance with the community service requirement 30 days before the expiration of each lease term. All activities undertaken by the resident to comply with the requirement shall require a certification letter from the organization/agency where the service/activity was performed.

If the Housing Authority determines that a household is not in compliance with the community service requirement, the Housing Authority may not renew or extend a the household's lease upon expiration of the lease term and shall initiate action to terminate the tenancy of the household, unless the Housing Authority enters into an agreement with the household, prior to the expiration of the lease term. The agreement shall provide an opportunity for a household to cure noncompliance with the community service requirement, by allowing the non-compliant resident to participate in economic self-sufficiency programs or by contributing hours of community services for as many additional hours as the resident needs in order to fully comply in the aggregate with the community service requirement over the 12-month term of the lease.

The Housing Authority shall not renew or extend a lease or provide any new lease for a dwelling unit to any household that includes an adult member subject to the community service requirement and who failed to comply with it.

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)
 - High incidence of violent and/or drug-related crime in some or all of the PHA's developments
 - High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
 - Residents fearful for their safety and/or the safety of their children
 - Observed lower-level crime, vandalism and/or graffiti
 - People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
 - Other (describe below)

2. What information or data did the PHA use to determine the need for PHA actions to improve safety of residents (select all that apply).
 - Safety and security survey of residents
 - Analysis of crime statistics over time for crimes committed "in and around" public housing authority
 - Analysis of cost trends over time for repair of vandalism and removal of graffiti
 - Resident reports
 - PHA employee reports
 - Police reports
 - Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
 - Other (describe below)

3. Which developments are most affected?
All - AMPs 1, 2, 3, 4, 5, 6, 7, & 8

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- Crime Prevention through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Other (describe below) Hiring of three (3) full-time and one (1) part-time security guards to monitor senior/disabled housing developments and Fairview Homes through on-site placement and a camera surveillance system.

2. Which developments are most affected?

All AMPs.

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing authority staff for analysis and action (Zone Crime Statistics Only)
- Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with the PHA management and residents
- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- Other activities (list below)
Limited Access & Property Bar Policy enforcement by the Police Department

2. Which developments are most affected?

All - AMPs 1, 2, 3, 4, 5, 6, 7, & 8

D. Additional information as required by PHDEP/PHDEP Plan

With the signing of the 2002 HUD/VA Appropriations Act, drug elimination grants for low-income housing are not funded as a separate set aside through the PHDEP account. With respect to the PHA Plan, for the FY2002 Plan cycle, PHAs will no longer be required to complete Subcomponent 13D of the Annual Plan or the PHDEP template. With the exception of high performers and small PHAs, housing authorities must complete Subcomponents 13A-C of the Plan.

No longer Required

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

Housing Authority of Joliet Pet Policy Statement

The Housing Authority allows tenants to own one type of a common household pet, defined as a dog, cat, bird, fish, or turtle. Weight limitations, a spay/neuter requirement, State license requirements, and inoculation requirements are placed on the owner of a dog or cat. Households must first register a pet and pay a refundable pet deposit to the Housing Authority prior to bringing the animal on the premises. Number and enclosure requirements are placed on owners of fish and turtles.

The Housing Authority shall refuse to register a pet if (1) the pet is not a common household pet as defined within the Pet Policy; (2) keeping the pet would violate any established House Pet Rules; (3) the pet owner fails to provide complete pet registration information, or fails to update their registration annually with the Housing Authority; and/or (4) the Housing Authority reasonably determines that the pet owner is unable to keep the pet in compliance with the Pet Policy or lease obligations.

A temporary visiting pet is considered by the Housing Authority as a common household pet not owned by a tenant that is brought onto the premises. A temporary visiting pet is prohibited on Housing Authority property and subjects the tenant household to termination of tenancy. Housing Authority tenants are prohibited from feeding or harboring stray animals.

Pets are not permitted in common areas including building lobbies, community rooms, community centers, playground areas, common outdoor green/recreation spaces, office spaces and laundry facilities except for those common areas which are designated entrances and exits to and from a building. Pets are not to roam free in highrise buildings or on Housing Authority property nor are pets to be exercised in hallways, stairways or lobby areas. An area of each housing development's grounds is designated as the area in which to exercise animals and to permit dogs to relieve themselves of bodily wastes. Tenants are responsible for the proper removal and disposal of all bodily waste originating from their pet. Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other tenants or interrupt their peaceful enjoyment of their housing unit or premises.

Pet owners shall not alter the dwelling unit, patio, storage shed or any structure on the PHA premises or common area to create an enclosure for any animal, or create or provide any outside shelter or enclosure for any animal on the premises. This includes the building, construction and purchase of any outside dog "house/shelter" on the premises. The installation of a pet door is prohibited. Any tenant alteration to the dwelling unit is considered a violation of the Lease.

The Pet Policy shall be incorporated by reference into the Lease and must be signed by the tenant. The household must adhere to all requirements contained within the Pet Policy. Violation of the Pet Policy shall be grounds for the removal of the pet and/or tenancy termination. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

Pet Policy rules will not be applied to animals that assist persons with disabilities. Pet owners shall be required to qualify animals that assist persons with disabilities for exclusion from the Pet Policy. To be excluded, the pet owner must certify: (1) a person with disabilities resides within the household; (2) the animal has been trained to assist with the specified disability; and (3) the animal actually assists the person with the disability.

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. Yes No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))? (If no, skip to component 17.)
2. Yes No: Was the most recent fiscal audit submitted to HUD?
3. Yes No: Were there any findings as the result of that audit?
4. Yes No: If there were any findings, do any remain unresolved?
If yes, how many unresolved findings remain? _____
5. Yes No: Have responses to any unresolved findings been submitted to HUD?
If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. Yes No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
 - Not applicable
 - Private management
 - Development-based accounting
 - Comprehensive stock assessment
 - Other: (list below)
3. Yes No: Has the PHA included descriptions of asset management activities in the optional Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

18A. Resident Advisory Board Recommendations

1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
 - Attached at Attachment
 - Provided below:

Resident Advisory Board Meeting – March 18, 2008 at 9:00am:

Seven people attended. The following concerns / input was received at this Resident Advisory Board Meeting:

Asked if Asset Management is working? *HAJ commented that still working on some kinks.*

Commented that the Contractor that installed the sprinkler system at the high-rises were very professional and competent.

The first and third of the month when resident do their shopping find a vehicle parked in the doorway and they cannot come into the building with their groceries, etc. *HAJ commented that staff would be spoken to about that.*

Asked if cabinets could be installed in the high-rise buildings. *HAJ commented that they would like to install cabinets but health and safety issues come first.*

Also asked for new shower stalls in high-rise buildings. *HAJ commented that we hope to correct the shower stalls at AMP 8 within the next year, as funding allows.*

Put up Notices regarding the registering opportunities for Liberty Meadow Estates on each floor in high-rise buildings. *HAJ commented that we will ensure they are posted.*

*Next Resident Advisory Board meeting April 3, 2008 at 10:00 AM.
Public Hearing April 14, 2008 at 5:00 PM at the HAJ Administrative Offices.*

Resident Liaison Meeting – April 3, 2008 at 10:00am:

Twelve people attended. The following input was received at this Resident Advisory Board Meeting:

Residents of AMP 8, 102 Stryker, asked when the improvements to the shower stalls would be made. Residents gave detail regarding the deterioration of the shower stalls now occurring under the bathroom floor. *HAJ commented that as soon as funding is available the improvements will be scheduled. The work item has been added to the list of planned improvements to be funded through a combination of the 2008 and 2009 Capital Fund Programs.*

Residents from Fairview Homes asked when the playground equipment would be repaired and asked that if the HAJ cannot fix it, to please remove it before a child is injured. *HAJ commented that the broken pieces will be removed immediately. HAJ added community grant funds have been sought by the Social Services department and it is very hopeful funds will be received enough to replace the playground equipment in the early part of May, 2008.*

Regarding the lack of a HAJ Resident on the HAJ Board of Commissioners, residents voiced their desire to have a resident representative on the Board of Commissioners. *HAJ commented they should address their concerns in a written letter to Mr. Morris, HAJ CEO so that he can discuss it with the City of Joliet.*

Fairview Homes, AMP 3, Residents commented that the City of Joliet Police are doing a very good job at the site; lately they are ticketing minors for curfew and breaking up fights. *HAJ suggested they write letters of appreciation to the Joliet PD to acknowledge their good work.*

AMP 7, JF Kennedy Building, Residents asked about the status of the replacement of the unit entry locks. *HAJ commented that the locksets have now been received and are currently being sorted by floor. It is estimated the keys for the new locks will be issued to residents on Monday - a few days prior to the lock change – to make sure that residents can gain entry should they be out when the locks are replaced. The residents would then turn in their old keys to the Property Manager.*

Public Hearing – April 14, 2008, 5:00pm:

Five (5) people attended the Public Hearing. The following input was received at this Public Hearing:

Discussion was had regarding the Debarment Policy and unauthorized / predatory visitors at the senior buildings. The Housing Managers will be advised of the issues raised.

Residents of AMP 8, Adlai Stevenson Gardens, asked when the improvements will begin to correct the shower stalls. *HAJ informed all that because of the repeated concerns by residents at the Resident Advisory Board meetings regarding the shower stall improvements, a work item has been included in the 2008 and 2009 Capital Fund Plans to correct the shower stalls, although funding is not readily available to correct all at one time. Repairs / Upgrades may take two plan years to complete.*

3. In what manner did the PHA address those comments? (select all that apply)

- Considered comments, but determined that no significant changes to the PHA Plan were necessary.
- The PHA changed portions of the PHA Plan in response to comments
 - Capital Improvement Items were added to the 2008 and 2009 Capital Fund Program Budgets.

4. Membership:

RESIDENT ADVISORY BOARD

Originally, on November 29, 2000, the Housing Authority of Joliet submitted correspondence to each Public Housing and Section 8 Housing Program Resident inviting them to submit a resume for the Resident Advisory Board. By the deadline date of December 15, 2000, eight (8) persons had submitted letters of interest and resumes. All eight (8) candidates were recommended for Resident Advisory Board membership. The Presidents of each Resident Council were also invited to become members of the Resident Advisory Board. A total of thirteen (13) residents were, therefore, included as the original Resident Advisory Board members. The Board of Commissioners approved the Resident Advisory Board members on March 15, 2001.

Only seven (7) of the original thirteen (13) Resident Advisory Board members displayed interest in participating of the Resident Advisory Board. These Resident Advisory Board members had their terms renewed by the Board of Commissioners on February 11, 2003. In 2005, the Housing Authority solicited members for the Resident Advisory Board (RAB) and five (5) residents and/or Program participants became members of the RAB; however, only one (1) member participated. In 2006, we utilized all Resident Officers / Liaisons for the process. For the 2007

Resident Advisory Board letters were again sent out resulting in seven (7) public housing residents expressing interest.

For the 2007 / 2008 Resident Advisory Board, the Authority submitted correspondence to Public Housing and Section 8 Housing Program participants inviting them to participate in the Resident Advisory Board; this invitation resulted in the following Resident Advisory Board Membership:

<u>Name</u>	<u>Address</u>	<u>Program</u>
Steve Jackson	Kennedy Terrace	Public Housing
Eula Rogers	Stevenson Gardens	Public Housing
Christine Meyers	John O. Holmes	Public Housing
Debra Dillard	Fairview Homes	Public Housing
Mike Briese	Murphy Building	Public Housing
Joel & Sylvia Castro	Crest Hill, IL	HCV / Homeownership
Santa Corral	Joliet, IL	HCV / Homeownership
Keyosha Jones	Joliet, IL	HCV / Homeownership
Edna Peterson	Joliet, IL	HCV / Homeownership
Carla Smith	Joliet, IL	HCV / Homeownership
Valerie Wagner	Joliet, IL	HCV / Homeownership
Tonya Chandler	Joliet, IL	HCV / Homeownership
Jacqueline Hadley	Plainfield, IL	HCV / Homeownership
Felicia L. McAfee	Joliet, IL	HCV / Homeownership
Brenda Portis	Joliet, IL	HCV / Homeownership
Lora Snapp	Joliet, IL	HCV / Homeownership
Mary Wilson	University Park, IL	HCV / Homeownership

18B. Description of Election process for Residents on the PHA Board

1. Yes No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)
2. Yes No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

5. Description of Resident Election Process

a. Nomination of candidates for place on the ballot: (select all that apply)

- Candidates were nominated by resident and assisted family organizations
- Candidates could be nominated by any adult recipient of PHA assistance
- Self-nomination: Candidates registered with the PHA and requested a place on ballot
- Other: (describe)

b. Eligible candidates: (select one)

- Any recipient of PHA assistance
- Any head of household receiving PHA assistance
- Any adult recipient of PHA assistance
- Any adult member of a resident or assisted family organization
- Other (list)

c. Eligible voters: (select all that apply)

- All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- Representatives of all PHA resident and assisted family organizations



Other: Candidates submitted letters to the Mayor of Joliet's Office for review. The Mayor interviewed and appointed one (1) Resident as a Board Member. That appointment was approved by the Joliet City Council.

***RESIDENT MEMBERSHIP OF THE
PHA GOVERNING BOARD PROCESS***

1. Mayor Arthur Schultz submitted correspondence to Public Housing Resident Councils inviting them to submit resumes to be considered as a Resident Commissioner.
2. The Mayor's Office received four (4) resumes; reviewed resumes; interviewed candidates; and then appointed Ms. Ann Hanus.
3. That appointment was approved by the Joliet City Council on January 3, 2001 for a term to expire January 3, 2003. Ms. Hanus is a Senior Citizen resident at our Stryker High-rise Building who has served as President of High Neighbors Social Club and Building Liaison.
4. Ms. Hanus resigned from the Board of Commissioners on December 1, 2001.
5. The Mayor appointed Carmon Governale to the Housing Authority Board of Commissioners on June 4, 2002. Mr. Governale is a Senior Citizen resident of our John F. Kennedy Building and has been since 1995. Mr. Governale's first Board Meeting was held June 11, 2002.
6. Mr. Governale served on the Board until November, 2004, resigning due to health concerns.
7. As of this date, a replacement for Mr. Governale has not yet been appointed.

18C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: **City of Joliet, 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 in the jurisdiction 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.
- Other: (list below)

2. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments:

The City of Joliet proposes to utilize its annual HUD entitlement to address its jurisdictional priority needs of Affordable Housing; Elimination of Slum and Blight; and Public Service. Federal funds will be used to leverage private sector funds. The information contained in the Consolidated Plan (2005 – 2010) demonstrates the critical need for safe, decent, and affordable housing; especially for existing and first-time homeowners.

18D. Other Information Required by HUD Use this section to provide any additional information requested by HUD.

1. The Housing Authority of Joliet adopts the definition of “significant amendment” and “substantial deviation/modification” as provided in Notice PIH-99-51:

To be a significant amendment or substantial deviation/modification of the Agency Plan, one (1) or more of the following criteria must occur:

- Changes to rent or admissions policies or organization of the waiting list;
- Additions of non-emergency work items (items not included in the current Annual Statement of Five-year Action Plan) or change in the use of replacement reserve funds under the Capital Fund; and
- Any change with regard to demolition or disposition, designation, homeownership programs or conversion activities.

2. The Housing Authority of Joliet shall also pursue the development, implementation and operation of the following programs:

- Establishment of wholly owned or controlled subsidiary to purchase Private Sector Housing to rent or sell to the HAJ under the Section 8 or Public Housing Programs.
- Pursue non-HUD funding (loans, bonds, etc.) by granting a security interest in the development to modernize and upgrade Senior Citizen High-rises to make them more marketable and competitive with newly constructed senior facilities.
- Establishment of wholly owned or controlled subsidiary / construction company for the construction and/or rehabilitation of housing for sale to low-income families.
- Establish a Partnership for the Development of a new Supportive Living Facility.

Established a Partnership for the in-service Heritage Place Supportive Living Community (AMP 5).

- Establish partnership to own, operate and/or assist in the development of mixed-finance and mixed-income developments.

Established wholly owned instrumentality for the development of mixed-income housing communities (i.e. Liberty Meadow Estates).

Established general partnerships for the development of Liberty Meadow Estates, Phase I and Phase II, mixed-income housing community.

18E. Section 8 Homeownership Capacity Statement

The Housing Authority of Joliet provides a Homeownership Program to help low-income families become homeowners. The program hired a Homeownership Program Specialist on February 12, 2003. The program utilizes the following participation criteria:

Any active and qualified Section 8 Housing Choice Voucher Program family may be considered for participation in the program.

Under the Homeownership Program, families may choose a single-family unit, townhouse, condo, or one side of a duplex for purchase anywhere within Will County. Families will receive financial assistance with their homeownership expenses (mortgage payments) for up to fifteen (15) years. There is no assistance time limitation for elderly or disabled individuals or families.

Should the Housing Assistant Payment (HAP) be more than the mortgage payment, the overage will be sent to the lender and applied as additional escrow funds. The homeowner will sign an agreement to this effect.

Who is eligible to apply?

- Individuals must currently reside within Will County and be in possession of a valid Housing Choice Voucher.
- Individuals must be a first-time homebuyer, a displaced homeowner, or not have owned their own home within the immediate past three (3) year period.
- Individuals must maintain continuous and uninterrupted full-time employment during the past one (1) year period.
- Households must maintain a minimum annual income of at least \$10,300; households classified as elderly and/or disabled must maintain a minimum annual income limit of at least \$7,476.
- Households must be able to make a minimum contribution of one (1%) percent of the purchase price toward the down payment from personal resources. The total down payment required for the program is three (3%) percent.
- Households must complete a 12-hour educational course in homeownership before the purchase of the home and 6 hours after the purchase of the home, with additional follow-up of family counseling sessions up to one year. The pre- and post purchase programs are provided through the Housing Authority of Joliet.
- Households must be credit qualified and able to obtain mortgage financing; and Households must be willing to obtain and pay for a home/property inspection by an independent professional building inspector.

The Housing Authority of Joliet will work in cooperation with the City of Joliet's Community Development Department's First Time Home Buyers Program; the Illinois Housing Development Authority (IHDA); the Will County Community Development Department's First Time Home Buyers Program; and various community financial/social institutions to develop and implement a comprehensive Section 8 Homeownership Program.

As of March 18, 2008, the Housing Authority of Joliet has fourteen (14) participant families who are now homeowners in the Section 8 Housing Choice Voucher Program Homeownership Program and is currently working with numerous families in credit correction.

18F.**Supportive Living Facility Strategy**

On August 25, 2005, the Housing Authority of Joliet received approval from the Healthcare and Family Services, Bureau of Long Term Care to operate a forty-five (45) unit (49 Medicaid Waivers) Supportive Living Facility. The Supportive Living Facility was to be fully operational by August 26, 2007; however, due to construction/renovation delays, Bureau approved an operational extension to January 27, 2008.

On April 24, 2007, HUD Headquarters approved the Authority's Designated Housing Plan for the 45-unit Heritage Place (the Authority's Supportive Living Facility located at 400 N. Bluff Street – AMP 5), allowing for an elderly-only designation of the building.

On November 30, 2007, the City of Joliet issued a re-occupancy permit for the building and on December 6, 2008, the Housing Authority of Joliet received a Supportive Living Program Interim Certification for the Sates of Illinois Healthcare and Family Services, Bureau of Long Term Care to open for occupancy.

The Supportive Living Facility, AMP 5 – Heritage Place, will now enable the Housing Authority to provide public housing-eligible frail and aging elderly to live independently for a longer period of time and avoid early or premature placement within a long term care facility such as a nursing home.

The Housing Authority of Joliet entered into a management contract with Management Innovative Associates (MIA) to initially assist the Authority in operating the Facility for a period of five (5) years. Additionally, a Director of Operations, Manager, Registered Nurse (contract employee), Certified Nursing Assistants, Housekeeper, Receptionist, and Maintenance and Food Service Staff have been employed by the Housing Authority to operate Heritage Place. Qualified residents of the Housing Authority of Joliet were given preference in hiring for open positions.

As of February 29, 2008, nine (9) individuals have moved into Heritage Place. Resident recruitment and lease-up functions at the facility will continue throughout the year with an anticipated four (4) new moves per month; with full occupancy projected by December, 2008.

18G.

Energy Conservation Measures

Improvement	John O. Holmes Complex	Riverside Center (Murphy Bldg.)	John Kennedy Terrace	Adlai Stevenson Gardens	Administration Building
Install new Boiler Plants, inclusive of new condensing boilers for space heat & new generators for domestic hot water			✓	✓	
Install new low-volume toilets, varying mount & gravity floor mount, in 693 units; install 1360 faucet aerators	✓	✓	✓	✓	✓
Convert electric domestic hot water to central-fired gas in (3) 7-story bldgs.	✓				
Install new common area & apartment lighting	✓	✓	✓	✓	✓
Replace existing T-stats with low-voltage, temp. limiting at (3) sites; install new T-stats at (2) sites	✓ (new T-stats)	✓	✓	✓	
Replace ductwork with new, zoned ductwork at Admin Bldg.					✓
Pneumatic modifications			✓	✓	
Install new booster pump stations	✓				
Convert clothes dryers to gas			✓	✓	
Install rooftop exhaust fan timers	✓	✓	✓	✓	

The energy conservation improvements, listed above, at the Authority's senior / disabled developments, are part of a \$2.1 million contract with Citizens Conservation Services which was approved by the U.S. Department of Housing and Urban Development in November of 2003. Implementation of all energy saving measures was substantially complete February 15, 2005 and utility savings are closely monitored.

18H.

**Housing Authority of Joliet
Violence Against Women Act Policy**

See Electronic Attachment, “il024c01”

18I.

**Meeting the Requirements of the State of Illinois
Carbon Monoxide Detector Act**

Housing Choice Voucher Program:

- October 30, 2006: Correspondence was issued to every program landlord regarding the Carbon Monoxide Detector Act, effective January 1, 2007. Said correspondence summarized the State of Illinois Carbon Monoxide Detector Act, attached a copy of the Act, and listed the Housing Authority of Joliet's requirement for compliance with the Act.
 - 'The Housing Authority of Joliet's Housing Quality Standard requirement for the Housing Choice Voucher Program will enforce a more stringent requirement: **At least one (1) carbon monoxide detector, in proper working condition, must be installed on every level of each dwelling unit, within fifteen (15) feet of rooms used for sleeping.**'
- Beginning October 30, 2006 the lack of carbon monoxide detectors was listed as an HQS deficiency on each inspection form, as applicable. *The Housing Authority of Joliet treats missing or inoperable carbon monoxide detectors as an emergency health and safety issue – the same as a missing or inoperable smoke alarm – which must be corrected within twenty-four (24) hours.*

Public Housing Program:

- Pursuant to September 19, 2006 notification of the incoming State law, the Housing Authority of Joliet Maintenance Department ordered carbon monoxide detectors which were received and installed between the dates of October, 2006 and January, 2007. The Public Housing Program has adopted the same requirement for carbon monoxide detectors as the Housing Choice Voucher Program: at least one (1) carbon monoxide detector, in proper working condition, must be installed on every level of each dwelling unit, within fifteen (15) feet of rooms used for sleeping. The Maintenance Department also installed a carbon monoxide detector on each level of each non-dwelling structure (i.e. administration building, community centers, maintenance shops, and warehouse).

18J. Public Housing Program Lease Revisions / Additions

Lease Revision

- 1. See Lease Agreement, specific to (AMP 5) Heritage Place, attached.**
- 2. See Conventional Public Housing Lease, attached.**
- 3. See Lease Agreement Addendum Number: 1, Police Officer Unit Set-Aside Program, attached.**
- 4. See Limited English Proficiency (LEP) Plan, attached.**

1. Lease Agreement, specific to (AMP 5) Heritage Place

Heritage Place

Housing Authority of Joliet's Conventional Public Housing Program
Tenant Dwelling Lease Agreement

Section 1: Identification of Parties

The Housing Authority of Joliet does hereby lease ("Lease") to the family (hereinafter referred to as "Tenant"), headed by _____ and consisting of the following _____ family members in the household:

Name of Individual	Gender	Date of Birth	Relationship to Head of Household	Social Security Number
		- -	HEAD	- -
		- -		- -

Section 2: Identification of Premises

The Housing Authority of Joliet hereby leases the 1 bedroom dwelling unit located at ("Premises") 400 North Bluff Street, No. _____, Joliet, Illinois 60435, and within the Heritage Place Supportive Living Facility housing development under the terms and conditions stated herein:

Section 3: Initial Period/Term of Lease and Payments Due Under the Lease

A. Initial Period/Term of Lease

The lease shall begin on _____ and end at midnight on the last day of the same calendar month (Term).

B. Rent

The total monthly rate ("rent") at Heritage Place is \$_____ (excluding other fees as may apply).

Payment of the monthly rate (rent) is the sole responsibility of the tenant. Heritage Place has agreed to the following payment schedule:

Non-Subsidy Eligible

A tenant not covered under Medicaid shall pay a monthly rate of \$_____ per month for room, board and supportive living services plus an Incontinent Fee, if applicable, of \$_____. Other services available at an additional cost include sundries for personal consumption and other amenities. Refer to the resident fee structure for any additional fees.

OR

Subsidy Eligible

A tenant covered under Medicaid will be provided with room, board, and services. Tenant is responsible for paying room and board and the cost of care in the amount of \$ _____ per month. A \$90.00 personal allowance is provided directly to the tenant for their own use. The tenant's food stamp allocation must be signed over to Heritage Place. If the tenant is not already receiving food stamps, the tenant must apply for food stamps.

1. The Subsidy Eligible payment schedule is an arrangement that is dependent upon the tenant obtaining government subsidies.
2. The tenant and/or family/power of attorney are responsible for applying to obtain these subsidies. Heritage Place staff shall assist the tenant and/or family/power of attorney in filing a subsidy application by providing the required forms, eligibility requirements, and contact names.
3. The tenant must be eligible for the subsidies, which includes financial eligibility.
4. Once a subsidy application is filed with the Federal/State/Local government, the tenant and/or family/power of attorney shall be responsible for following up with the Federal/State/Local staff.
5. Failure to obtain government subsidies shall result in direct billing to the tenant for any unpaid amounts due Heritage Place for the monthly rate (rent). This may include payments for time periods not covered by a government subsidy.

Rent Payments

1. The monthly rate (rent) is due and payable on the first day of each month. A five calendar day grace period shall be allowed the tenant prior to the assessment of any late fee.
2. This monthly rate (rent) will remain in effect unless adjusted in accordance with the provisions of Section 3 hereof.
3. Rent and other charges to the tenant shall be paid to the Housing Authority of Joliet's lockbox location at: **Housing Authority of Joliet, PO Box 383, Bedford Park, Illinois 60499-0383**, or such other places as the Housing Authority of Joliet may designate.
4. If for any reason, the tenant's payment of rent and other charges due will be delayed beyond the first day of the month, the tenant must contact the Housing Authority of Joliet, no later than the third (3rd) day of the month to explain the circumstances that will delay the payment and indicate the date that full payment will be made. The Housing Authority of Joliet reserves the right to deny acceptance of late or partial payment of rent and/or other charges.
5. If the tenant fails to make payment by the fifth (5th) day of the month, and the Housing Authority of Joliet has not agreed to accept payment at a later date, a fourteen (14) day notice will be issued to the tenant on or after the sixth (6th) day of the month, demanding payment in full or the surrender of the Premises.

- | | |
|---------------------------------------|---|
| <input type="checkbox"/> Water | <input type="checkbox"/> Garbage Collection/Removal |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Wall Air Conditioning Unit |
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Other: _____
(Specify) |

2. The Housing Authority of Joliet is not responsible for failing to furnish utilities by reason of any cause beyond its control.
3. The tenant agrees to maintain sufficient heat to the dwelling unit to prevent the freezing of piped water or damage to the unit.
4. If for any reason the tenant is unable to maintain sufficient heat or electricity, the tenant must immediately notify the Housing Authority of Joliet.
5. The Tenant shall be charged for all damages resulting from failure to maintain sufficient heat or electricity or failure to notify the Authority, except for causes beyond the Tenant's control.

E. Antenna Service Fees

The Housing Authority of Joliet shall furnish basic antenna service for non-pay television channels and in-house security channel reception.

F. Maintenance Charges

Except for normal wear and tear, the tenant agrees to pay reasonable charges for the repair of intentional or negligent damage to the leased premises or housing development that is caused by the tenant, any member of the tenant's household, or guest(s).

1. Such charges shall be billed to the tenant and shall specify the items of damage involved, correctional action taken, and the cost thereof, and shall come due on the first (1st) day of the month following the repair.
2. Acceptance of payments of rent by the Housing Authority of Joliet shall not waive, affect, change, modify, nor alter any right to seek separate legal remedies for the collection of any other charges which may accrue to the landlord from the tenant.
3. A "Maintenance Department Basic Tenant Repair and/or Replacement Charges" schedule that governs costs associated with damages and repairs is publicly posted within the Housing Authority of Joliet's Main Office, at each on-site management office, and may be obtained upon request by the tenant.

G. Attorney, Service, and Court Costs/Fees

The Housing Authority of Joliet shall hold the tenant accountable for payment of reasonable attorney, service and court costs/fees in the event a court action is required to enforce any terms and conditions of this dwelling lease, provided the Housing Authority prevails in said court action.

H. Pet Deposit

Tenants who are approved by the Housing Authority of Joliet to maintain a pet within a rental unit are required to pay a \$300.00 pet deposit. The pet deposit is required to be paid in full and prior to a pet taking residency within a rental unit.

Section 4: Redetermination of Rent, Occupancy Standards, Continued Eligibility, and Misrepresentation of Household Information

Once each year, or as requested by the Housing Authority of Joliet, the tenant shall furnish accurate information to the Housing Authority to determine whether the rent should be changed, whether the premises is appropriate for the tenant's needs, and/or whether or not the tenant continues to remain eligible for assisted housing. This determination will be made in accordance with the Housing Authority of Joliet's Admissions and Continued Occupancy Policy, copies of which are available in the Housing Authority of Joliet's Main Office or on-site at each management office.

A. Rent is fixed in Section 3B of this lease agreement and shall remain in effect for the period between the household's annual recertification unless during such period:

1. There is a change in the SLF reimbursement rate as published by the State of Illinois;
2. There is a change in the U.S. Department of Housing and Urban Development ("HUD") regulations requiring such review;
3. An additional adult, not included on the application or lease agreement moves into the rental unit (this process requires prior Housing Authority of Joliet approval);
4. There is a loss of tenant through death, divorce or other related circumstances;
5. The tenant requests a review due to an increase/decrease in family income or a change in other circumstances which would lower the rent;
6. An increase in household income that would result in an increase in the Tenant's rent;
7. The rental payment was calculated for a temporary time period; or

In the event of a rent adjustment pursuant to the above, the Housing Authority of Joliet shall mail or deliver a "Notice of Rent Adjustment" to the tenant in accordance with Section 10 of this lease agreement.

The "Notice of Rent Adjustment" need only be signed by a Housing Authority representative. Rent decreases may become effective the first (1st) day of the following month a change is reported to the Housing Authority. Rent increases will be effective the first (1st) day of the second (2nd) month following the change in family circumstances. Changes in a tenant's household income must be reported within ten (10) calendar days of its occurrence.

B. Tenant agrees that if the Housing Authority determines through the application of its published occupancy standard that the size of the tenant's dwelling unit is no longer appropriate for the tenant's family composition, that the Housing Authority may amend this lease by providing appropriate notice to the tenant. The tenant will be required to move, within a reasonable time period, to another rental unit within the housing development in which the tenant resides.

C. If the Housing Authority finds the tenant's income has increased to an amount which is above the approved income limit for subsidized continued occupancy, the tenant will be required to pay the non-subsidy level (market rate) rent until such time as the tenant's income level becomes eligible to pay subsidy-level rent.

D. If as a result of misrepresentation made by the tenant at the time of admission, annual re-examination, or rent review, the tenant paid rent in an amount lower than they should have paid, the tenant shall be liable for the difference between the actual rent paid and the rent which should have been paid. The tenant shall be liable for such difference from the date of the misrepresentation to the date on which the proper rent adjustment becomes effective. Restitution of the difference must be paid in full to the Housing Authority. The Housing Authority shall initiate lease termination and eviction proceedings 14 calendar days after the tenant receives written notice of said delinquency. The Housing Authority shall be authorized to pursue further action under the Tenant Fraud Policy.

E. If the Housing Authority determines that the tenant has gained admission or remained in occupancy of the premises through the misrepresentation of any household member's criminal history, income, asset, deduction, or family composition, the Housing Authority of Joliet shall be authorized to initiate lease termination and eviction proceedings 14 calendar days after the tenant receives written notice of misrepresentation discovery. The Housing Authority shall be authorized to pursue further action under the Tenant Fraud Policy.

Section 5: Occupancy of the Dwelling Unit

A. Tenant shall not assign this lease, nor sublet or transfer possession of the premises, nor give accommodations to boarders or lodgers. Tenant shall not use or permit the use of the dwelling unit for any purpose other than a private dwelling unit solely for the tenant and approved household members, who may include, with prior written consent of the Housing Authority, individuals who provide live in care to a tenant or a household member.

B. Tenant households may host a guest or visitor for a period not to exceed 14 calendar days per calendar year. The tenant must provide the Housing Authority of Joliet with advance notice of any overnight guests or visitors. No guests or visitors to a rental unit may be listed on the Housing Authority of Joliet's property bar list.

C. Violation of the Housing Authority of Joliet's Limited Access and Barring Policy, by a tenant, any member of the tenant's household, a guest, or another person under the tenant's control, is cause for termination of tenancy.

D. Tenant shall conduct himself/herself and cause his/her family, guests, and other persons who are on the premises with his/her consent to conduct themselves in a manner which (1) does not disturb his/her neighbor's peaceful enjoyment of their accommodations, (2) is conducive to maintaining the housing development in a decent, safe, and sanitary manner, and/or (3) refrains from involvement in illegal or other anti-social activities that impair the physical or social environment of the housing development.

E. Tenant shall observe all requirements and obligations imposed by this lease agreement relating to the use of the premises. Tenant further agrees to comply with any regulations and/or Housing Authority of Joliet policies now in effect or hereafter posted on the premises, or delivered or mailed to the Tenant.

- F. Tenant has received a copy of the Housing Authority of Joliet's Pet Policy and has agreed to fully comply with the policy.
- G. Tenant has agreed not to create, establish or operate a business within the rental unit. Tenant shall not use or permit the use of the dwelling unit for any purpose other than a private dwelling unit solely for the tenant and approved household members.
- H. Protections Associated With the Violence Against Women Act (VAWA) Policy
1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of tenancy, or occupancy rights of such a victim.
 2. Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking.
 3. Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the 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 criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the Public Housing Program.
 4. Nothing in this section may be construed to limit the authority of a public housing agency when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
 5. Nothing in this section limits any otherwise available authority of a public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict.
 6. Nothing in this section may be construed to limit the authority of a public housing agency to terminate assistance to any tenant if the public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted.

7. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence or stalking.
8. Copies of the Housing Authority of Joliet's Violence Against Women Act (VAWA) Policy are contained within the Housing Authority's Admission and Continued Occupancy Policy (ACOP), which is available for review at the Housing Authority of Joliet's Main Office, at each on-site management office, and may be obtained upon request by the tenant.

Section 6: Obligations and Responsibilities of the Housing Authority of Joliet

The Authority shall maintain the housing development, premises, and equipment therein in a decent, safe, and sanitary condition in conformity with the requirements of local housing codes and applicable HUD regulatory guidelines.

- A. The Housing Authority shall make all necessary repairs, alterations, and improvements to the premises with reasonable promptness at its own cost and expense, except as otherwise provided within Section 3 of this lease agreement.
- B. The Housing Authority shall provide temporary alternative accommodations to a tenant if repairs or defects that are hazardous to life, health, and/or safety can not be made within 72 hours of the tenant reporting the repairs or defects to the Housing Authority.
- C. The Housing Authority of Joliet shall provide and maintain appropriate facilities and receptacles for the deposit of tenant generated garbage, rubbish and other waste needing removal from the premises.
- D. The Housing Authority of Joliet shall supply running water, reasonable amounts of hot water and, at the appropriate time of the year, reasonable amounts of heat, unless such utilities are generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection within the premises.
- E. The Housing Authority shall keep the housing development's buildings, facilities, and common areas (not otherwise assigned to a tenant for maintenance and upkeep) in a clean, safe, decent and sanitary condition.
- F. The Housing Authority shall maintain electrical, plumbing, heating, sanitary, ventilation and other utilities, facilities, and appliances supplied or required by the Housing Authority in good and safe working order and condition.
- G. The Housing Authority of Joliet shall make reasonable accommodations for individuals with handicaps so that they may derive the same benefits of their rental unit as a non-handicapped individual, and in the most integrated setting appropriate.

Section 7: Obligations and Responsibilities of Tenant

- A. Tenant is responsible for adhering to the following, unless the Housing Authority of Joliet specifies in writing otherwise:

Rental Unit Use and Occupancy

1. Tenant agrees that the persons authorized to occupy the Premises herein leased shall be those set out in Section 1: Identification of Parties hereof and in tenant's application for admission and subsequent applications for continued occupancy, as approved by the Housing Authority of Joliet.
2. Tenant has agreed not to create, establish or operate a business within the rental unit. Tenant shall not use or permit the use of the dwelling unit for any purpose other than a private dwelling unit solely for the tenant and approved household members.
3. Tenant agrees that the premises shall be used solely as a private dwelling and shall not be rented, sublet, or assigned, in whole or in part, to any person, nor shall any offer for lease, sublease, or assignment of said premises or any portion thereof, be made by tenant, in any form. No roomers or other persons whatsoever are authorized to occupy any portion of said premises.

Payments of Rent and Other Assessed Charges

4. Tenant agrees that he/she is responsible for making full payment of all rent and/or other charges due to the Housing Authority of Joliet under this lease agreement on the first day of each month. Tenant is responsible for paying the full amount of such debts. No partial payments will be accepted. The Housing Authority of Joliet reserves the right to deny acceptance of late or partial payment of rent and/or other charges.
5. Tenant agrees that if a grievance is filed relative to rent, the monthly rent due must be deposited in an escrow account in the name of both the tenant and the Housing Authority of Joliet until such time as the grievance is resolved.

Visitors to the Property

6. Tenant households may host a guest or visitor for a period not to exceed 14 calendar days per calendar year. The tenant must provide the Housing Authority of Joliet with advance notice of any overnight guests or visitors.
7. Tenant agrees that no guests or visitors to the rental unit or property may be an individual that is listed on the Housing Authority of Joliet's property bar list. Violation of this lease clause is grounds for termination of tenancy.
8. Tenant, any member of the tenant's household, a guest, or another person under the tenant's control must follow directives issued by Housing Authority of Joliet management, maintenance or security staff. Any threatened or actual physical or verbal abuse of any Housing Authority of Joliet staff member, contractor, or guest is grounds for termination of tenancy.

Trash, Garbage and Debris Disposal

9. Tenant shall refrain from storing debris, garbage/trash, tires, car parts, papers/wrappers, furniture, glass, cans/bottles, litter, flammable liquids and/or solids, wood piles, or other items that are deemed by the Housing Authority as a health and/or safety hazard on the premises, within common areas, and all public or unit associated storage areas.
10. Tenants residing in town home units shall dispose of all debris, trash, and garbage in sealed plastic bags and place same in an exterior use trash can with a cover. Tenants

residing in highrise units shall dispose of all debris, trash, and garbage in sealed plastic bags and place same into garbage chutes. All boxes, personal hygiene or medical supplies i.e. colostomy bags, needles/syringes, etc., pet waste, liquid or raw food waste, etc. must be disposed of in sealed plastic bags and hand delivered to trash containers located on the first floor exterior of each highrise building. Tenants in violation of this lease agreement clause shall be required to pay all costs associated with extermination, cleaning of garbage chute systems, and cleaning of maintenance areas. Continued violation shall result in termination of tenancy.

11. Trash containers for exterior use shall not be used or stored within the tenant's rental unit.

Use, Operation, and Maintenance of the Rental Unit/Appliances/Equipment

12. Tenant shall not install any new or additional locks, chains, and/or deadbolt locks to any rental unit exterior or interior door or window. Tenant shall not install any security alarm system within the rental unit.
13. Tenant, with the written approval of management and at the tenant's expense, may install additional telephone or cable television outlets as long as the outlets and/or wires are not attached to the exterior of the building, or run along or across interior walls, ceilings, or stair steps. All cabling must be routed through existing unit walls and all outlets must be flush with unit walls. Should the tenant vacate the rental unit, all installed outlets and cabling must remain within the rental unit.
14. Satellite dish installation on to the exterior of a rental unit or the installation of any reception tower or mounting tower is prohibited.
15. Tenant agrees to maintain sufficient heat to the dwelling unit to prevent the freezing of piped water or damage to the rental unit. Tenants in violation of this lease agreement clause shall be required to pay all costs associated with the thawing and replacement of froze pipes and all damages caused to the rental unit and any surrounding rental unit.
16. Tenant shall use reasonable care in the use, operation, and maintenance of the rental unit and Housing Authority supplied appliances and equipment. Tenant shall maintain, in a reasonably clean condition, the rental unit and Housing Authority supplied appliances and equipment.
17. Tenant agrees to use, in a reasonable manner, all electrical, plumbing, heating, ventilating, air conditioning and other facilities provided by the Housing Authority of Joliet.
18. Tenant agrees that water must not be allowed to overflow or be wasted by leaving faucets open. Toilets and other water related fixtures shall not be used for any purposes other than those for which they were constructed.
19. Tenant agrees to allow contracted pest extermination of the premises as scheduled by the Housing Authority of Joliet. Non-compliance with pest extermination services is grounds for termination of tenancy.
20. Tenant agrees to not attach any temporary, permanent or seasonal items to the exterior of the rental unit or building or to place any signs on the exterior of the building or in

a common ground area of the property. Any display of vulgar signage within a rental unit is prohibited.

Housekeeping

21. Tenant has received a copy of the Housing Authority of Joliet's Rental Unit Housekeeping Policy and agrees to fully comply with the policy. Non-compliance with the policy shall result in termination of tenancy.

Vehicle Policies

22. Tenants with a vehicle must obtain a parking permit in order to park on Housing Authority of Joliet property. Tenants must produce a valid driver's license, auto insurance in their name, and vehicle registration identification to obtain a vehicle parking permit. Unidentified or improperly identified vehicles shall be towed away at the owner's expense.
23. Tenant, any member of the tenant's household, a guest, or another person under the tenant's control shall refrain from driving or parking vehicles upon sidewalks, roadway islands, lawn areas, and/or emergency vehicle lanes. All vehicles must be properly parked within a designated parking lot space or on the street area. Vehicles that are improperly parked shall be towed away at the owner's expense.
24. Tenant shall remove any unlicensed or inoperable vehicle from the property within 48 hours of notification from management. Any vehicle that is inoperable for more than 48 hours will be towed away at the owner's expense after written notice is issued. All vehicle repairs on the property are prohibited. Work done on vehicles, beyond a battery change, washer fluid refill, flat tire change, or an emergency battery jumpstart, must be completed off the property.
25. Tenant and all members of the tenant's household agree to obey all traffic signs posted within the housing development.
26. Tenant shall move or make arrangements to move their vehicle from driveways or parking lot areas in the event the Housing Authority finds it necessary to perform snowplowing or any other roadway or parking lot repairs. A general written notice will be provided to tenant households in advance of non-emergency situations. Vehicles not moved will be towed away at the owner's expense.

Community Service Requirements

27. Tenant and all non-exempt adult household members must comply with the Community Service Requirements of The Quality Housing and Work Responsibility Act of 1998 as cited within the Housing Authority of Joliet's Admission and Continued Occupancy Policy. Non-exempt adult household members must either participate in 8 hours per month of a verifiable community service activity; an economic self-sufficiency program as defined by the Housing Authority of Joliet; or a combination of community service and economic self-sufficiency activities. Community service may not include any political activities. Noncompliance with the Community Service Requirement by any non-exempt adult household member shall result in the commencement of lease termination and eviction proceedings of the entire household.

One Strike - Zero Tolerance Policy

28. Tenant, any member of the tenant's household, a guest, or another person under the tenant's control shall not engage or permit:
- A. Any drug-related criminal activities occurring on or off Housing Authority premises, not just on or near the premises. Tenant acknowledges that drug-related criminal activity includes but is not limited to, the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, use or possess a controlled substance.
 - B. Alcohol abuse and/or alcohol abuse related activity, including, but not limited to, the improper use of alcohol and alcohol related substances which interfere with the health, safety, and/or right to peaceful enjoyment of the premises by other residents, resident guests, Housing Authority employees, and/or designated guests or agents of the Housing Authority.
 - C. Any criminal activity, non-criminal activity or behavior, on or off the premises, which interferes or has the potential to interfere with the health, safety, and/or right to peaceful enjoyment of the premises by other residents, resident guests, Housing Authority employees, and/or designated guests or agents of the Housing Authority.

Tenant, any member of the tenant's household, a guest, or another person under the tenant's control shall not engage in or permit any of the above cited activities or behaviors, or the Housing Authority shall serve a three (3) day notice of termination of tenancy, and without a hearing, file suit against the Tenant for possession of the premises as per Section 9: Termination of the Lease, paragraph A (2) of this lease agreement. Tenant shall be given the opportunity to contest the termination in court proceedings.

One-Strike Fire Policy

29. In the event the Housing Authority of Joliet has a reasonable belief that a Tenant, any member of the Tenant's household, or a household guest creates a fire within or on the exterior of a Tenant's dwelling unit or activates the rental unit or building fire or smoke detection alarm system, the Housing Authority is under no obligation to offer continued housing assistance, re-house, or transfer the Tenant household within the Conventional Public Housing Program or any other agency operated housing assistance program.

If the Housing Authority of Joliet has a reasonable belief that any of the following acts resulted in either a fire within or on the exterior of a tenant's dwelling unit or activation of the rental unit or building fire or smoke detection alarm system, such acts shall be deemed negligent, intentional or criminal acts for purposes of this section. In such event, the Housing Authority shall be authorized to commence lease termination and eviction proceedings upon issuance of a three (3) day termination of tenancy notice. The acts include, but are not limited to:

- A. Removal of a rental unit or building fire or smoke detection alarm system.
- B. Removal of batteries or the disabling of a rental unit or building fire or smoke detection alarm system.
- C. Careless cooking and/or meal preparation activities;

- D. Careless smoking activities;
- E. Improper, unsafe, or excessive use of a personal space heating devices;
- F. Improper or unsafe practices associated with the use of indoor or outdoor cooking grills;
- G. Improper use of matches, lighters, candles, lighter fluids, or other flammable liquids;
- H. Illegal or overuse of household appliances, i.e. use of ovens or stoves as a secondary heat source, overloading of household electrical circuits, unsafe hot water heater setting, inappropriate grounding of electrical appliances, and/or the unsafe practice of overriding thermostats to provide a continuous heat source;
- I. Arson;
- J. Storage of debris, garbage, clothing or other personal household items near an ignition source, i.e. furnaces, dryers, ovens or stoves, and space heaters;
- K. Failure to properly clean and care for items that may serve as an ignition point, i.e. dryer vents, ovens or stoves, hot water heaters, and refrigerators;
- L. Improper storage and/or possession of potentially explosive materials, i.e. gasoline, kerosene, oil, cleaning solvents, pressurized cans and/or tanks, fireworks, etc.;
- M. Illegal or improper hook-up of any appliance to a dwelling unit gas or electrical line by non-agency employees;
- N. Illegal or improper hook-up of a gas or electrical service to a rental unit or building;
- O. Personal disputes with a current or ex-spouse, child, male and/or female companion, friend, or other individual (circumstances may be taken into consideration if the head of household is able to produce a documented history of filed court issued restraining orders as evidence of the household's attempts to keep problem individual(s) away from the household);
- P. Participation in the distribution, manufacture, sale, use, and/or possession of illegal drugs;
- Q. Participation in gang or any anti-social activity or retaliation activity;
- R. Deliberate false activation of a rental unit or building fire or smoke detection alarm system; and/or
- S. Any other negligent, intentional or criminal act that the Housing Authority has reason to believe caused a fire within or on the exterior of the tenant's dwelling unit or activated the rental unit or building smoke detection alarm system.

In the event the tenant, any member of the tenant's household, a guest, or another person under the tenant's control engages in any of the above described activities the tenant shall be liable to the Housing Authority for the full cost of repairs associated with the fire, including all charges or fees assessed by the local government Fire or Police Department. Additionally, the Housing Authority shall serve a three (3) day notice of termination of tenancy, and without a hearing, file suit against the Tenant for possession of the premises as per Section 9: Termination of the Lease, paragraph A (2) of this lease agreement. Tenant shall be given the opportunity to contest the termination in court proceedings.

In the event of a fire, the Housing Authority shall not be responsible for any damages to the Tenant's personal property, nor shall the Housing Authority be liable for any personal injuries suffered by the Tenant, any member of the Tenant's household, or a household guest.

In the event of a fire that is initially determined to be of undetermined origin, and the premises are rendered uninhabitable, the Tenant household shall be transferred to the

first available dwelling unit of suitable size. Transferring of the Tenant household does not waive the Housing Authority's right to enforce the terms of this lease provision upon later determination of the cause of the fire.

In the event of a deliberate false activation of a rental unit or building fire or smoke detection alarm system, the tenant is liable to the Housing Authority for the full cost of all charges or fees assessed by the local government Fire or Police Department in response to the activation.

Prohibition of Weapon Possession

30. Tenant understands that the possession of any gun, rifle, firearm, ammunition, and/or weapon i.e. knife, crossbow, sword, pellet or paint ball gun, slingshot, and any other weapon which can cause bodily harm to an individual is prohibited at, on and in all Housing Authority of Joliet properties, rental units, buildings, common areas, and parking lot areas. Tenant hereby acknowledges that violation of this provision shall constitute an immediate default under this lease agreement and that possession of any item cited or referenced above represents an immediate threat to the health and safety of other tenant's, other tenant's guests, and Housing Authority of Joliet employees.

In the event the tenant, any member of the tenant's household, a guest, or another person under the tenant's control violates this lease agreement provision, the Housing Authority shall serve a three (3) day notice of termination of tenancy, and without a hearing, file suit against the Tenant for possession of the premises as per Section 9: Termination of the Lease, paragraph A (2) of this lease agreement. Tenant shall be given the opportunity to contest the termination in court proceedings.

Unit Transfers

31. Tenant agrees that a unit transfer request may only be filed after one year in residency at the currently leased address/premises.
32. Tenant agrees that if the household resides within a rental unit designated as accessible for an individual with handicaps and the Tenant or members of the tenant's household do not require the accommodation, that the tenant agrees to transfer to another suitable unit within 15 calendar days of request by the Housing Authority, should an individual with handicaps require the accessible unit. (Section 504 Compliance)

Vacating a Rental Unit

33. Tenant agrees to provide the Housing Authority with advance notice of vacating the rental unit. Tenant agrees to obtain, execute and return an "*Intent to Vacate Form*" to the on-site management office at least 30 calendar days in advance of vacating the rental unit.
34. Tenant agrees to vacate the rental unit in a clean and sanitary condition, with only reasonable wear and tear, and to return the rental unit, mailbox, and building entry key cards to the Housing Authority on the vacate date.

35. Tenant understands that rent will be assessed up to and including the date that all keys are returned to the Housing Authority or the date the Housing Authority regains possession through a court of law, if the unit was not properly vacated.
36. Tenant agrees that any property left by the tenant when he/she surrenders, abandons, or vacates the premises may be disposed of by the Housing Authority of Joliet.

Committing Program Fraud

37. Tenant agrees that fraudulent receipt and/or use of any Federal, State, Local government or private grant program funds by the tenant, any member of the tenant's household, a guest, an illegal household member is grounds for termination of tenancy.

Reporting of Repairs or Hazardous Conditions

38. Tenant agrees to promptly notify the Housing Authority of any conditions on or within the premises that are dangerous to the health or safety of the tenant household or to others, or which may cause damage to the premises or waste utilities that are provided by the Housing Authority. Damage done by third parties must be reported to the Joliet Police Department as well as to the Housing Authority. Tenants may be held responsible for damages done by third parties.
39. Tenant agrees to promptly notify the Housing Authority of any known repair needs and of any known unsafe conditions within common areas and on the grounds of the housing development that may lead to injury or damage.
40. In the event the premises is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the tenant and repairs can not reasonably be made by the Housing Authority within a 72 hour period or within the 72 hour period of the tenant reporting the condition to the Housing Authority, the Housing Authority shall attempt to provide temporary alternative accommodations to the tenant. If the tenant rejects the Housing Authority's offer of an alternative temporary accommodation that is appropriate for the tenant's household composition, according to established occupancy standards, rent shall not abate.

Conduct While In Residency

41. Tenant agrees not to maintain, conduct or permit any conduct on the premises which shall disturb another tenant or another tenant's guest of said complex, or which in the opinion of the Housing Authority, is deemed to constitute a nuisance.
42. Tenant shall conduct himself/herself and cause his/her family, guests, and other persons who are on the premises with his/her consent to conduct themselves in a manner which (1) does not disturb his/her neighbor's peaceful enjoyment of their accommodations, (2) is conducive to maintaining the housing development in a decent, safe, and sanitary manner, and/or (3) refrains from involvement in illegal or other anti-social activities that impair the physical or social environment of the housing development.
43. Tenant, any member of the tenant's household, a guest, or another person under the tenant's control shall not consume any alcoholic beverage while on Housing Authority of Joliet premises unless that tenant is within the confines of his/her rental unit. "Within the confines" is hereby defined as within the rental unit's interior and it does

not include on a porch, patio, door step, door stoop, doorway, common area, or yard area. "Consume" shall be defined as the actual consumption of any alcoholic beverage, as well as the possession of or proximity to any open alcoholic beverage container. Violation of this lease clause is grounds for termination of tenancy.

44. Tenant agrees not to open highrise building entry doors for unknown individuals, thereby creating a security risk for other building tenants, tenant guests, and/or Housing Authority of Joliet employees.
45. Tenant agrees to not prop open any interior building door or any exterior security or building entry doors at anytime, thereby creating a security risk for other building tenants, tenant guests, and/or Housing Authority of Joliet employees.

Other Lease Agreement Compliance Issues

46. Tenant agrees to abide by regulations as specified within the Housing Authority of Joliet's Admission and Continued Occupancy Policy and Tenant Handbook. Tenant also agrees to abide by all Housing Authority established House Rules and lease agreement addenda subsequent to appropriate and proper notification and implementation.
47. Tenant agrees to limit smoking activities to an area that is at least 15 feet away from a building entryway or window area or within the tenant rental unit (if allowed by the facility). Tenant may not smoke within any building common area: lobby, elevator, dining room, kitchen facility, management office, laundry room, or on any Housing Authority of Joliet provided transportation vehicle. Smoking within a unit with oxygen tanks is prohibited; violation of this lease clause is grounds for termination of tenancy.
48. Tenant agrees to attend Housing Authority of Joliet sponsored tenant meetings and/or seminars regarding rental unit maintenance as the Housing Authority deems necessary.
49. Tenant shall not install any antenna or broadcasting/receiving equipment and/or other communication devices that would interfere with the rights of other tenants.
50. Tenant shall not maintain waterbeds or water filled furniture on the premises.
51. Tenant shall not temporarily or permanently install or erect any play structure, equipment, swimming or wading pools, or water slide apparatus on the premises.
52. Tenant shall not install any decorative or security type fencing, borders, or walkways on the premises.
53. Tenant shall not create or establish any garden plot, remove and/or plant any trees, bushes, flower beds or shrubs on the premises or within the housing development without the prior written consent of the Housing Authority. Additionally, tenant shall not remove or relocate any Housing Authority pre-established flower beds.
54. Tenant agrees that laundry facilities are for the exclusive use of tenant household members and may not be used by non-tenants. Tenant also agrees to abide by established laundry facility hours.

55. Tenant shall not use interior household furniture on exterior common ground areas, including patio and rental unit threshold/door step areas.
56. Tenant agrees that interest earned on security deposit investments will be prorated to the Resident Councils of each housing development on a semiannual basis. The Resident Councils shall allocate said funds for purposes benefiting the tenant community.
57. Tenant agrees that any notice required by law or otherwise will be sufficient if delivered to the tenant personally or sent by United States Mail to the premises.
58. Otherwise, except as indicated, the tenant's failure to adhere to any of the rules specified within this Section 7: Obligations and Responsibilities of the Tenant, shall constitute a default of the lease agreement on the part of the tenant and shall thereby authorize the Housing Authority of Joliet to commence termination of tenancy proceedings 30 days after written notice is provided to the tenant household.

Section 8: Unit Inspection

A. Pre-Occupancy and Pre-Termination Unit Inspections

1. Upon tenant's occupancy, the Housing Authority and the tenant shall inspect the rental unit and the equipment. Both the tenant and the Housing Authority's agent shall sign the inspection report, and a copy will be provided to the tenant and retained by the Housing Authority.
2. When the tenant vacates the rental unit, the Housing Authority shall inspect the rental unit and provide the tenant with a written statement of the charges, if any, for which the tenant is held responsible. The tenant and/or his/her representative may be present at the inspection. Both the tenant and the Housing Authority's agent shall sign the inspection report, and a copy will be provided to the tenant and retained by the Housing Authority.

B. Entry of the Premises During Tenancy

1. Tenant agrees that any duly authorized agent, employee, or representative of the Housing Authority of Joliet shall be permitted to enter the tenant's rental unit provided that the tenant received advance written notice of such entry. Purpose of entry may include to conduct a routine maintenance inspection, making improvements and repairs, work order completion verification, or to show the premises for re-leasing purposes. A written statement specifying the purpose of the Housing Authority of Joliet's entry shall be delivered to the premises two (2) days prior to such entry shall be considered reasonable advance notification.
2. The Housing Authority of Joliet shall have the right to enter the premises at anytime without advance notification to the tenant, if the Housing Authority reasonably believes that an emergency situation should exist, such as under the Housing Authority's Emergency Housing Inspection Program, which requires such entrance, or if there is a water leak, gas odor or leak, electrical problems, etc.. In the event that the tenant or all adult members of his/her household are absent from the premises at the time of entry, the Housing Authority's agent, employee, or representative shall leave within the premises a written statement specifying the date, time, and purpose of the emergency entry.

3. If the tenant requests a home visit for any purpose, the Housing Authority of Joliet's representative shall enter the rental unit without written notification being sent to the tenant.

Emergency Access for Heritage Place Supportive Living Facility

4. Supportive Living Facility staff, representatives, a member of the Long Term Care Ombudsman Council, or a certifying agency, may enter the rental unit without prior notice to the tenant if there is reasonable cause to believe that an emergency condition exists as determined by the facility. Supportive Living Facility staff may enter the unit in the following circumstances:
 - A. To protect or preserve the rental unit.
 - B. To protect or preserve the tenant.
 - C. To conduct an inspection of the rental unit, after appropriate written notice has been delivered to the tenant.
 - D. To make necessary or agreed-upon repairs, decorations, alterations, or improvements to the rental unit during reasonable business hours.
 - E. In case of emergency, as determined by the facility, i.e. a water leak, gas odor or leak, electrical problems, etc.
 - F. When the tenant unreasonably withholds consent, as determined by the facility.
 - G. If the Resident is absent from the rental unit for a period of at least one-half of a rental installment period.

Section 9: Termination of the Lease

The tenant may terminate this lease agreement by providing the Housing Authority of Joliet with a thirty (30) calendar day prior written notice. Failure to provide such a notice shall result in a rent charge not to exceed thirty (30) calendar days rent from the day the vacancy becomes known to the Housing Authority.

A. The Housing Authority shall not terminate or refuse to renew this lease agreement other than for serious or repeated violations of the material terms of the lease agreement (i.e. failure to make payments under the lease agreement or failure to fulfill tenant obligations as set forth within in Section 7: Obligations and Responsibilities of Tenant); for Supportive Living Program discharge reasons; and/or for other good cause. The Housing Authority may terminate this lease agreement by providing written notice of its intent to terminate within the following number of days:

1. 14 calendar days in cases of non-payment of rent.
2. A reasonable time commensurate with the urgency of a situation which creates or maintains a threat to the health or safety of other tenants, tenant guests, Housing Authoring employees, or the general public. Specifically, termination resulting from the tenant's violation of Section 7: Obligations and Responsibilities of Tenant, paragraphs A (28) One-Strike Zero Tolerance Policy, A (29) One-Strike Fire Policy, and A (30) Prohibition of Weapon Possession, shall result in the Housing Authority serving a three (3) day notice of termination of tenancy, and without a hearing of any kind, filing suit against the Tenant for possession of the premises. Tenant shall be given the opportunity to contest the termination in court proceedings.

3. 30 calendar days in all other cases.
- B. The Notice of Termination of Tenancy to the tenant shall state the reason for the termination, the lease agreement clause and/or policy that was violated, and a statement informing the tenant of the right, if any, to request a hearing in accordance with the Housing Authority of Joliet's Grievance Procedure and/or the Heritage Place Grievance Procedure within ten (10) business days of the date of the notice.
- C. If for any reason a signer of this lease agreement ceases to be a member of the tenant family, this lease agreement shall terminate and a new lease agreement shall be executed/signed by a responsible member of the tenant family, provided the tenant family remains eligible for continued occupancy.
- D. If a tenant transfers to another Housing Authority of Joliet rental unit, this lease agreement shall terminate and a new lease agreement shall be executed/signed by the tenant for the new premises.
- E. Failure of the Housing Authority of Joliet to insist, in any one or more instances, upon strict performance of any of the covenants or agreements of this lease agreement shall not be considered as a future waiver or relinquishment of said covenants, agreements, or options, but the same shall continue and remain in full force and effect. The receipt by the Housing Authority of Joliet of rent with the knowledge of the breach of any covenant, agreement, option, or condition hereof shall not be deemed a waiver of such breach, and no waiver by the Housing Authority of any of the provisions hereof shall be deemed to have been made unless expressed in writing and signed by a representative of the Housing Authority of Joliet.

Heritage Place Supportive Living Facility Termination of Contract and Discharge

By executing this lease agreement and by executing the Heritage Place Residential Contract, the tenant agrees to abide by any appeal (Formal Hearing) decision rendered by the Illinois Department of Healthcare and Family Services with regard to tenant emergency and/or involuntary discharge from Heritage Place Supportive Living Facility.

- F. The lease agreement and the Heritage Place Residential Contract may be mutually and agreeably terminated by the tenant or a responsible party of the tenant or at the request of Heritage Place Supportive Living Facility by the issuance of a thirty (30) calendar day written notice.
- G. The tenant or Heritage Place Supportive Living Facility will provide a thirty (30) calendar day written notice unless such a delay might jeopardize the health, safety, and/or well being of the tenant, other tenants, guests, or Housing Authority of Joliet employees.
- H. Tenants of Heritage Place Supportive Living Facility have the right to contact the Long Term Care Ombudsman Council as part of the grievance process. Tenants and families may also contact the Illinois Department of Healthcare and Family Services complaint hotline at 1 (800) 226-0768.
- I. If a tenant files a grievance:
1. An Informal Hearing shall be conducted by the Director of Operations. If the outcome of the Informal Hearing is a recommendation of tenant discharge from the facility, the tenant has the right to due process under the law, and may elect to file an appeal with

the Illinois Department of Healthcare and Family Services. The filing of an appeal with the Illinois Department of Healthcare and Family Services shall serve as the equivalent of requesting a Formal Hearing with the Housing Authority of Joliet; an additional Formal Hearing shall not be required.

2. Once an appeal (Formal Hearing Request) is filed with the Illinois Department of Healthcare and Family Services, the tenant shall be permitted to remain in the facility until the appeal (Formal Hearing) decision has been rendered.
3. If the outcome of the appeal (Formal Hearing) upholds the facility's Informal Hearing decision of discharge, the tenant shall be provided with ten (10) calendar days to vacate the premises.
4. Once the outcome of the appeal (Formal Hearing) upholds the facility's Informal Hearing decision of discharge, and during the ten (10) day period that the tenant has been provided to vacate the rental unit, the Housing Authority of Joliet shall file a request for immediate rental unit possession with the Circuit Court of the Twelfth Judicial Circuit of Will County, Illinois.
5. If the tenant has failed to vacate the rental unit within the ten (10) calendar days as allowed by the appeal (Formal Hearing) decision, the Housing Authority of Joliet shall seek to enforce the issued order for possession and evict the tenant household.

Section 10: Legal Notices

All notices from the Housing Authority of Joliet required hereunder, except as provided within Section 9: Termination of the Lease, shall be in writing and personally delivered to the tenant or to any adult member of tenant's household, or sent by prepaid first-class mail addressed to the tenant.

Section 11: Defaults

In the event it becomes necessary to seek judicial action in order to collect rents and other charges, or to seek repossession of the premises, and a judgment is rendered in favor of the Housing Authority of Joliet, all legal fees and court costs will be assessed and charged to the tenant pursuant to Section 3: Initial Period/Term of Lease and Payments Due Under the Lease. Two (2) such judgments against the tenant within a calendar year shall be cause for the Housing Authority to seek repossession of the premises.

Section 12: Grievance Procedure

By executing this lease agreement and by executing the Heritage Place Residential Contract, the tenant agrees to abide by any appeal (Formal Hearing) decision rendered by the Illinois Department of Healthcare and Family Services with regard to tenant emergency and/or involuntary discharge from Heritage Place Supportive Living Facility.

Denial of Tenant's Right To Access the Grievance Procedure

- A. Tenant's violation of Section 7: Obligations and Responsibilities of Tenant, paragraphs A (28) One-Strike Zero Tolerance Policy, A (29) One-Strike Fire policy, and A (30) Prohibition of Weapon Possession shall not provide tenant with the right to the Housing Authority of Joliet's Grievance Policy. Violation of these lease provisions shall result in the Housing Authority of Joliet issuing a three (3) day Notice of Termination of

Tenancy, and without a hearing of any kind, file suit against the Tenant for possession of the premises. Tenant shall be given the opportunity to contest the termination in court proceedings.

Tenant's Right To Access the Grievance Procedure

B. All grievances or appeals arising under this lease agreement relative to discharge shall be processed and resolved pursuant to the Grievance Procedure associated with the Heritage Place Residential Contract, as amended from time to time. Tenant acknowledges receipt of the Heritage Place Residential Contract and has been advised of the Grievance Procedure contained therein.

Section 13: Modifications

- A. This lease agreement and Heritage Place Residential Contract, together with any future adjustments of rent or rental unit, evidences the entire agreement between the Housing Authority of Joliet and the tenant, except for rent adjustments made by the Housing Authority. Except for rent adjustments made by the Housing Authority under the provisions of Section 4: Redetermination of Rent, Occupancy Standards, Continued Eligibility, and Misrepresentation of Household Information, no changes herein shall be made except in writing, signed, and dated by both parties. Changes in the rent amount shall be by rider to the lease agreement and signed by both parties.
- B. The Heritage Place Residential Contract incorporated herein by reference may be modified from time to time by the Housing Authority of Joliet provided that the tenant is given thirty (30) calendar days written notice of the change, including the reasons therefore and further to be given an opportunity to present written comments to the Housing Authority.
- C. The Housing Authority of Joliet's Grievance Procedure *and* the Heritage Place Supportive Living Facility Grievance Procedure incorporated herein by reference may be modified from time to time by the Housing Authority of Joliet provided that the tenant is given thirty (30) calendar days written notice of the change, including the reasons therefore and further to be given an opportunity to present written comments to the Housing Authority.
- D. The Conditions of Occupancy incorporated herein by reference may be modified from time to time by the Housing Authority of Joliet provided that the tenant is given thirty (30) calendar days written notice of the change, including the reasons therefore and further to be given an opportunity to present written comments to the Housing Authority.
- E. The Schedule of Rents incorporated herein by reference may be modified from time to time by the Housing Authority of Joliet provided that the tenant is given thirty (30) calendar days written notice of the change, including the reasons therefore and further to be given an opportunity to present written comments to the Housing Authority.
- F. The Utility Allowance Schedule incorporated herein by reference may be modified from time to time by the Housing Authority of Joliet provided that the tenant is given thirty (30) calendar days written notice of the change, including the reasons therefore and further to be given an opportunity to present written comments to the Housing Authority.

- G. The “Maintenance Department Basic Tenant Repair and/or Replacement Charges” schedule is incorporated herein by reference and may be modified from time to time by the Housing Authority of Joliet provided that the tenant is given thirty (30) calendar days written notice of the change, including the reasons therefore and further to be given an opportunity to present written comments to the Housing Authority.
- H. The Limited Access and Barring Policy incorporated herein by reference may be modified from time to time by the Housing Authority of Joliet provided that the tenant is given thirty (30) calendar days written notice of the change, including the reasons therefore and further to be given an opportunity to present written comments to the Housing Authority.
- I. The Housekeeping Policy incorporated herein by reference may be modified from time to time by the Housing Authority of Joliet provided that the tenant is given thirty (30) calendar days written notice of the change, including the reasons therefore and further to be given an opportunity to present written comments to the Housing Authority.
- J. The Pet Policy incorporated herein by reference may be modified from time to time by the Housing Authority of Joliet provided that the tenant is given thirty (30) calendar days written notice of the change, including the reasons therefore and further to be given an opportunity to present written comments to the Housing Authority.
- K. The Emergency Housing Inspection Policy incorporated herein by reference may be modified from time to time by the Housing Authority of Joliet provided that the tenant is given thirty (30) calendar days written notice of the change, including the reasons therefore and further to be given an opportunity to present written comments to the Housing Authority.

Section 14: Remedies

The rights and remedies of the Housing Authority of Joliet and the tenant under this lease agreement are cumulative and the use of one or more therefore shall not exclude or waive the right to the use of any other remedy.

Section 15: Additions/Modifications

The attached additions or modifications have been made and inserted in this lease agreement before it was signed by the parties hereto:

In witness whereof, the parties have executed this agreement this _____ day of _____, 2____ at Joliet, Illinois.

Head of Household Date

Spouse Date

HOUSING AUTHORITY OF JOLIET

Authorized Representative Date

2. Conventional Public Housing Lease (All AMPS, but AMP 5)

Housing Authority of Joliet

Conventional Public Housing Program
 Tenant Dwelling Lease Agreement

Section 1: Identification of Parties

The Housing Authority of Joliet does hereby lease (“Lease”) to the family (hereinafter referred to as “Tenant”), headed by _____ and consisting of the following _____ family members in the household:

Name of Individual	Gender	Date of Birth	Relationship to Head of Household	Social Security Number
		- -	HEAD	- -
		- -		- -
		- -		- -
		- -		- -
		- -		- -
		- -		- -
		- -		- -
		- -		- -
		- -		- -
		- -		- -

Section 2: Identification of Premises

The Housing Authority of Joliet hereby leases the ____ bedroom dwelling unit located at (“Premises”) _____ Joliet, Illinois 6043 _____, and within the housing development under the terms and conditions stated herein:

Section 3: Initial Period/Term of Lease and Payments Due Under the Lease

A. Initial Period/Term of Lease

The lease shall begin on _____ and end at midnight on the last day of the same calendar month (Term).

C. Rent

The total monthly rent is \$ _____ .00.

Rent Payments

1. The monthly rent is due and payable on the first day of each month. A five calendar day grace period shall be allowed the tenant prior to the assessment of any late fee.
2. This monthly rate (rent) will remain in effect unless adjusted in accordance with the provisions of Section 3 hereof.
3. Rent and other charges to the tenant shall be paid to the Housing Authority of Joliet's lockbox location at: **Housing Authority of Joliet, PO Box 383, Bedford Park, Illinois 60499-0383**, or such other places as the Housing Authority of Joliet may designate.
4. If for any reason, the tenant's payment of rent and other charges due will be delayed beyond the first day of the month, the tenant must contact the Housing Authority of Joliet, no later than the third (3rd) day of the month to explain the circumstances that will delay the payment and indicate the date that full payment will be made. The Housing Authority of Joliet reserves the right to deny acceptance of late or partial payment of rent and/or other charges.
5. If the tenant fails to make payment by the fifth (5th) day of the month, and the Housing Authority of Joliet has not agreed to accept payment at a later date, a fourteen (14) day notice will be issued to the tenant on or after the sixth (6th) day of the month, demanding payment in full or the surrender of the Premises.
6. The Housing Authority of Joliet shall impose a \$25.00 late fee charge for rent payments made after the fifth (5th) calendar day of the month, unless prior arrangements have been made by the tenant. This late fee charge shall be payable when first appearing on the monthly rent statement.
7. If a tenant check is returned for non-sufficient funds (NSF) or due to account closure, the tenant account shall be assessed a \$30.00 NSF check charge and shall be considered unpaid and subject to the \$25.00 late fee charge. This NSF check penalty shall be payable when first appearing on the monthly rent statement.
8. All money due to the Housing Authority of Joliet including late fees, NSF fees, and maintenance fees shall constitute rent.

C. Security Deposit

Tenant agrees to pay \$.00 as a security deposit to be used by the Housing Authority of Joliet at the termination of this lease toward reimbursement of the costs associated with the repairing of any intentional or negligent damages to the dwelling unit caused by the tenant, any member of the tenant's household or a guest, and any rent or other charges owed by the tenant.

1. Payment of the security deposit is to be made by either method (A) or (B) below and is at the discretion of the Housing Authority of Joliet (the inapplicable clause shall be struck):
 - (A) Full payment of the security deposit prior to occupancy.
 - (B) The security deposit shall be due and payable in installments as follows:

\$_____ prior to occupancy and _____ installments of
\$_____ each shall be due and payable by the first day of each
succeeding month (_____ through _____).

2. Security deposits shall be held by the Housing Authority of Joliet and shall bear simple interest. The interest earned on security deposit investments will be prorated to the Resident Councils of each housing development on an annual basis. The Resident Councils shall allocate said funds for purposes benefiting the tenant community. The Housing Authority shall, within the time limit prescribed by Illinois State Law, return such deposit to tenant or furnish tenant with a written statement defining the specific reason for the withholding of the deposit or any portion thereof. The Housing Authority may withhold from the security deposit amounts that are reasonably necessary to remedy tenant defaults in the payment of rent or other funds due to the Housing Authority pursuant to agreement and/or to restore the Premises to its original condition at the commencement of the lease less an allowance for reasonable wear and tear.

D. Utilities

1. The Housing Authority of Joliet shall furnish the following utilities, services and equipment:

<input type="checkbox"/> Electricity	<input type="checkbox"/> Sewer Service
<input type="checkbox"/> Water	<input type="checkbox"/> Garbage Collection/Removal
<input type="checkbox"/> Microwave	<input type="checkbox"/> Wall Air Conditioning Unit
<input type="checkbox"/> Gas Range	<input type="checkbox"/> Central Air Conditioning Unit
<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Other: _____ <i>(Specify)</i>

2. The Housing Authority of Joliet is not responsible for failing to furnish utilities by reason of any cause beyond its control.
3. The tenant agrees to maintain sufficient heat to the dwelling unit to prevent the freezing of piped water or damage to the unit.
4. If for any reason the tenant is unable to maintain sufficient heat or electricity, the tenant must immediately notify the Housing Authority of Joliet.
5. The Tenant shall be charged for all damages resulting from failure to maintain sufficient heat or electricity or failure to notify the Authority, except for causes beyond the Tenant's control.

E. Antenna Service Fees

The Housing Authority of Joliet shall furnish basic antenna service for non-pay television channels and in-house security channel reception.

F. Maintenance Charges

Except for normal wear and tear, the tenant agrees to pay reasonable charges for the repair of intentional or negligent damage to the leased premises or housing development that is caused by the tenant, any member of the tenant's household, or guest(s).

1. Such charges shall be billed to the tenant and shall specify the items of damage involved, correctional action taken, and the cost thereof, and shall come due on the first (1st) day of the month following the repair.
2. Acceptance of payments of rent by the Housing Authority of Joliet shall not waive, affect, change, modify, nor alter any right to seek separate legal remedies for the collection of any other charges which may accrue to the landlord from the tenant.
3. A "Maintenance Department Basic Tenant Repair and/or Replacement Charges" schedule that governs costs associated with damages and repairs is publicly posted within the Housing Authority of Joliet's Main Office, at each on-site management office, and may be obtained upon request by the tenant.

G. Attorney, Service, and Court Costs/Fees

The Housing Authority of Joliet shall hold the tenant accountable for payment of reasonable attorney, service and court costs/fees in the event a court action is required to enforce any terms and conditions of this dwelling lease, provided the Housing Authority prevails in said court action.

I. Pet Deposit

Tenants who are approved by the Housing Authority of Joliet to maintain a pet within a rental unit are required to pay a \$300.00 pet deposit. The pet deposit is required to be paid in full and prior to a pet taking residency within a rental unit.

Section 4: Redetermination of Rent, Occupancy Standards, Continued Eligibility, and Misrepresentation of Household Information

Once each year, or as requested by the Housing Authority of Joliet, the tenant shall furnish accurate information to the Housing Authority to determine whether the rent should be changed, whether the premises is appropriate for the tenant's needs, and/or whether or not the tenant continues to remain eligible for assisted housing. This determination will be made in accordance with the Housing Authority of Joliet's Admissions and Continued Occupancy Policy, copies of which are available in the Housing Authority of Joliet's Main Office or on-site at each management office.

A. Rent is fixed in Section 3B of this lease agreement and shall remain in effect for the period between the household's annual recertification unless during such period:

1. There is a change in the U.S. Department of Housing and Urban Development ("HUD") regulations requiring such review;
2. An additional adult, not included on the application or lease agreement moves into the rental unit (this process requires prior Housing Authority of Joliet approval);
3. There is a loss of tenant through death, divorce or other related circumstances;
4. The tenant requests a review due to an increase/decrease in family income or a change in other circumstances which would lower the rent;

- 5 An increase in household income that would result in an increase in the Tenant's rent;
- 6 The rental payment was calculated for a temporary time period; or

In the event of a rent adjustment pursuant to the above, the Housing Authority of Joliet shall mail or deliver a "Notice of Rent Adjustment" to the tenant in accordance with Section 10 of this lease agreement.

The "Notice of Rent Adjustment" need only be signed by a Housing Authority representative. Rent decreases may become effective the first (1st) day of the following month a change is reported to the Housing Authority. Rent increases will be effective the first (1st) day of the second (2nd) month following the change in family circumstances. Changes in a tenant's household income must be reported within ten (10) calendar days of its occurrence.

B. Tenant agrees that if the Housing Authority determines through the application of its published occupancy standards that the size of the tenant's dwelling unit is no longer appropriate for the tenant's family composition, that the Housing Authority may amend this lease by providing appropriate notice to the tenant. The tenant will be required to move, within a reasonable time period, to another rental unit within the housing development in which the tenant resides.

C. If the Housing Authority finds the tenant's income has increased to an amount which is above the approved income limit for continued occupancy, the tenant will be required to pay the non-subsidy level (market rate) rent until such time as the tenant's income level becomes eligible to pay subsidy-level rent.

D. If as a result of misrepresentation made by the tenant at the time of admission, annual re-examination, or rent review, the tenant paid rent in an amount lower than they should have paid, the tenant shall be liable for the difference between the actual rent paid and the rent which should have been paid. The tenant shall be liable for such difference from the date of the misrepresentation to the date on which the proper rent adjustment becomes effective. Restitution of the difference must be paid in full to the Housing Authority. The Housing Authority shall initiate lease termination and eviction proceedings 14 calendar days after the tenant receives written notice of said delinquency. The Housing Authority shall be authorized to pursue further action under the Tenant Fraud Policy.

E. If the Housing Authority determines that the tenant gained admission or remained in occupancy of the premises through the misrepresentation of any household member's criminal history, income, asset, deduction, or family composition, the Housing Authority of Joliet shall be authorized to initiate lease termination and eviction proceedings 14 calendar days after the tenant receives written notice of misrepresentation discovery. The Housing Authority shall be authorized to pursue further action under the Tenant Fraud Policy.

Section 5: Occupancy of the Dwelling Unit

A. Tenant shall not assign this lease, nor sublet or transfer possession of the premises, nor give accommodations to boarders or lodgers. Tenant shall not use or permit the use of the dwelling unit for any purpose other than a private dwelling unit solely for the tenant and approved household members, who may include, with prior written consent of the

Housing Authority, individuals who provide live in care to a tenant or a household member.

B. Tenant households may host a guest or visitor for a period not to exceed 14 calendar days per calendar year. The tenant must provide the Housing Authority of Joliet with advance notice of any overnight guests or visitors. No guests or visitors to a rental unit may be listed on the Housing Authority of Joliet's property bar list.

C. Violation of the Housing Authority of Joliet's Limited Access and Barring Policy, by a tenant, any member of the tenant's household, a guest, or another person under the tenant's control, is cause for termination of tenancy.

D. Tenant shall conduct himself/herself and cause his/her family, guests, and other persons who are on the premises with his/her consent to conduct themselves in a manner which (1) does not disturb his/her neighbor's peaceful enjoyment of their accommodations, (2) is conducive to maintaining the housing development in a decent, safe, and sanitary manner, and/or (3) refrains from involvement in illegal or other anti-social activities that impair the physical or social environment of the housing development.

E. Tenant shall observe all requirements and obligations imposed by this lease agreement relating to the use of the premises. Tenant further agrees to comply with any regulations and/or Housing Authority of Joliet policies now in effect or hereafter posted on the premises, or delivered or mailed to the Tenant.

F. Tenant has received a copy of the Housing Authority of Joliet's Pet Policy and has agreed to fully comply with the policy.

G. Tenant has agreed not to create, establish or operate a business within the rental unit. Tenant shall not use or permit the use of the dwelling unit for any purpose other than a private dwelling unit solely for the tenant and approved household members.

H. Protections Associated With the Violence Against Women Act (VAWA) Policy

9. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of tenancy, or occupancy rights of such a victim.

10. Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking.

11. Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the 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 criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures

prescribed by Federal, State, and local law for the termination of leases or assistance under the Public Housing Program.

12. Nothing in this section may be construed to limit the authority of a public housing agency when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
13. Nothing in this section limits any otherwise available authority of a public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict.
14. Nothing in this section may be construed to limit the authority of a public housing agency to terminate assistance to any tenant if the public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted.
15. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence or stalking.
16. Copies of the Housing Authority of Joliet's Violence Against Women Act (VAWA) Policy are contained within the Housing Authority's Admission and Continued Occupancy Policy (ACOP), which is available for review at the Housing Authority of Joliet's Main Office, at each on-site management office, and may be obtained upon request by the tenant.

Section 6: Obligations and Responsibilities of the Housing Authority of Joliet

The Authority shall maintain the housing development, premises, and equipment therein in a decent, safe, and sanitary condition in conformity with the requirements of local housing codes and applicable HUD regulatory guidelines.

- A. The Housing Authority shall make all necessary repairs, alterations, and improvements to the premises with reasonable promptness at its own cost and expense, except as otherwise provided within Section 3 of this lease agreement.
- B. The Housing Authority shall provide temporary alternative accommodations to a tenant if repairs or defects that are hazardous to life, health, and/or safety can not be made within 72 hours of the tenant reporting the repairs or defects to the Housing Authority.
- C. The Housing Authority of Joliet shall provide and maintain appropriate facilities and receptacles for the deposit of tenant generated garbage, rubbish and other waste needing removal from the premises.
- D. The Housing Authority of Joliet shall supply running water, reasonable amounts of hot water and, at the appropriate time of the year, reasonable amounts of heat, unless such utilities are generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection within the premises.

E. The Housing Authority shall keep the housing development's buildings, facilities, and common areas (not otherwise assigned to a tenant for maintenance and upkeep) in a clean, safe, decent and sanitary condition.

F. The Housing Authority shall maintain electrical, plumbing, heating, sanitary, ventilation and other utilities, facilities, and appliances supplied or required by the Housing Authority in good and safe working order and condition.

G. The Housing Authority of Joliet shall make reasonable accommodations for individuals with handicaps so that they may derive the same benefits of their rental unit as a non-handicapped individual, and in the most integrated setting appropriate.

Section 7: Obligations and Responsibilities of Tenant

A. Tenant is responsible for adhering to the following, unless the Housing Authority of Joliet specifies in writing otherwise:

Rental Unit Use and Occupancy

59. Tenant agrees that the persons authorized to occupy the Premises herein leased shall be those set out in Section 1: Identification of Parties hereof and in tenant's application for admission and subsequent applications for continued occupancy, as approved by the Housing Authority of Joliet.
60. Tenant has agreed not to create, establish or operate a business within the rental unit. Tenant shall not use or permit the use of the dwelling unit for any purpose other than a private dwelling unit solely for the tenant and approved household members.
61. Tenant agrees that the premises shall be used solely as a private dwelling and shall not be rented, sublet, or assigned, in whole or in part, to any person, nor shall any offer for lease, sublease, or assignment of said premises or any portion thereof, be made by tenant, in any form. No roomers or other persons whatsoever are authorized to occupy any portion of said premises.

Payments of Rent and Other Assessed Charges

62. Tenant agrees that he/she is responsible for making full payment of all rent and/or other charges due to the Housing Authority of Joliet under this lease agreement on the first day of each month. Tenant is responsible for paying the full amount of such debts. No partial payments will be accepted. The Housing Authority of Joliet reserves the right to deny acceptance of late or partial payment of rent and/or other charges.
63. Tenant agrees that if a grievance is filed relative to rent, the monthly rent due must be deposited in an escrow account in the name of both the tenant and the Housing Authority of Joliet until such time as the grievance is resolved.

Visitors to the Property

64. Tenant households may host a guest or visitor for a period not to exceed 14 calendar days per calendar year. The tenant must provide the Housing Authority of Joliet with advance notice of any overnight guests or visitors.
65. Tenant agrees that no guests or visitors to the rental unit or property may be an individual that is listed on the Housing Authority of Joliet's property bar list. Violation of this lease clause is grounds for termination of tenancy.
66. Tenant, any member of the tenant's household, a guest, or another person under the tenant's control must follow directives issued by Housing Authority of Joliet management, maintenance or security staff. Any threatened or actual physical or verbal abuse of any Housing Authority of Joliet staff member, contractor, or guest is grounds for termination of tenancy.

Trash, Garbage and Debris Disposal

67. Tenant shall refrain from storing debris, garbage/trash, tires, car parts, papers/wrappers, furniture, glass, cans/bottles, litter, flammable liquids and/or solids, wood piles, or other items that are deemed by the Housing Authority as a health and/or safety hazard on the premises, within common areas, and all public or unit associated storage areas.
68. Tenants residing in town home units shall dispose of all debris, trash, and garbage in sealed plastic bags and place same in an exterior use trash can with a cover. Tenants residing in highrise units shall dispose of all debris, trash, and garbage in sealed plastic bags and place same into garbage chutes. All boxes, personal hygiene or medical supplies i.e. colostomy bags, needles/syringes, etc., pet waste, liquid or raw food waste, etc. must be disposed of in sealed plastic bags and hand delivered to trash containers located on the first floor exterior of each highrise building. Tenants in violation of this lease agreement clause shall be required to pay all costs associated with extermination, cleaning of garbage chute systems, and cleaning of maintenance areas. Continued violation shall result in termination of tenancy.
69. Trash containers for exterior use shall not be used or stored within the tenant's rental unit.

Use, Operation, and Maintenance of the Rental Unit/Appliances/Equipment

70. Tenant shall not install any new or additional locks, chains, and/or deadbolt locks to any rental unit exterior or interior door or window. Tenant shall not install any security alarm system within the rental unit.
71. Tenant, with the written approval of management and at the tenant's expense, may install additional telephone or cable television outlets as long as the outlets and/or wires are not attached to the exterior of the building, or run along or across interior walls, ceilings, or stair steps. All cabling must be routed through existing unit walls and all outlets must be flush with unit walls. Should the tenant vacate the rental unit, all installed outlets and cabling must remain within the rental unit.
72. Satellite dish installation on to the exterior of a rental unit or the installation of any reception tower or mounting tower is prohibited.
73. Tenant agrees to maintain sufficient heat to the dwelling unit to prevent the freezing of piped water or damage to the rental unit. Tenants in violation of this lease agreement clause shall be required to pay all costs associated with the thawing and replacement of froze pipes and all damages caused to the rental unit and any surrounding rental unit.
74. Tenant shall use reasonable care in the use, operation, and maintenance of the rental unit and Housing Authority supplied appliances and equipment. Tenant shall maintain, in a reasonably clean condition, the rental unit and Housing Authority supplied appliances and equipment.
75. Tenant agrees to use, in a reasonable manner, all electrical, plumbing, heating, ventilating, air conditioning and other facilities provided by the Housing Authority of Joliet.

76. Tenant agrees that water must not be allowed to overflow or be wasted by leaving faucets open. Toilets and other water related fixtures shall not be used for any purposes other than those for which they were constructed.
77. Tenant agrees to allow contracted pest extermination of the premises as scheduled by the Housing Authority of Joliet. Non-compliance with pest extermination services is grounds for termination of tenancy.
78. Tenant agrees to not attach any temporary, permanent or seasonal items to the exterior of the rental unit or building or to place any signs on the exterior of the building or in a common ground area of the property. Any display of vulgar signage within a rental unit is prohibited.

Housekeeping

79. Tenant has received a copy of the Housing Authority of Joliet's Rental Unit Housekeeping Policy and agrees to fully comply with the policy. Non-compliance with the policy shall result in termination of tenancy.

Vehicle Policies

80. Tenants with a vehicle must obtain a parking permit in order to park on Housing Authority of Joliet property. Tenants must produce a valid driver's license, auto insurance in their name, and vehicle registration identification to obtain a vehicle parking permit. Unidentified or improperly identified vehicles shall be towed away at the owner's expense.
81. Tenant, any member of the tenant's household, a guest, or another person under the tenant's control shall refrain from driving or parking vehicles upon sidewalks, roadway islands, lawn areas, and/or emergency vehicle lanes. All vehicles must be properly parked within a designated parking lot space or on the street area. Vehicles that are improperly parked shall be towed away at the owner's expense.
82. Tenant shall remove any unlicensed or inoperable vehicle from the property within 48 hours of notification from management. Any vehicle that is inoperable for more than 48 hours will be towed away at the owner's expense after written notice is issued. All vehicle repairs on the property are prohibited. Work done on vehicles, beyond a battery change, washer fluid refill, flat tire change, or an emergency battery jumpstart, must be completed off the property.
83. Tenant and all members of the tenant's household agree to obey all traffic signs posted within the housing development.
84. Tenant shall move or make arrangements to move their vehicle from driveways or parking lot areas in the event the Housing Authority finds it necessary to perform snowplowing or any other roadway or parking lot repairs. A general written notice will be provided to tenant households in advance of non-emergency situations. Vehicles not moved will be towed away at the owner's expense.

Community Service Requirements

85. Tenant and all non-exempt adult household members must comply with the Community Service Requirements of The Quality Housing and Work Responsibility Act of 1998 as cited within the Housing Authority of Joliet's Admission and

Continued Occupancy Policy. Non-exempt adult household members must either participate in 8 hours per month of a verifiable community service activity; an economic self-sufficiency program as defined by the Housing Authority of Joliet; or a combination of community service and economic self-sufficiency activities. Community service may not include any political activities. Noncompliance with the Community Service Requirement by any non-exempt adult household member shall result in the commencement of lease termination and eviction proceedings of the entire household.

One Strike - Zero Tolerance Policy

86. Tenant, any member of the tenant's household, a guest, or another person under the tenant's control shall not engage or permit:
- D. Any drug-related criminal activities occurring on or off Housing Authority premises, not just on or near the premises. Tenant acknowledges that drug-related criminal activity includes but is not limited to, the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, use or possess a controlled substance.

 - E. Alcohol abuse and/or alcohol abuse related activity, including, but not limited to, the improper use of alcohol and alcohol related substances which interfere with the health, safety, and/or right to peaceful enjoyment of the premises by other residents, resident guests, Housing Authority employees, and/or designated guests or agents of the Housing Authority.

 - F. Any criminal activity, non-criminal activity or behavior, on or off the premises, which interferes or has the potential to interfere with the health, safety, and/or right to peaceful enjoyment of the premises by other residents, resident guests, Housing Authority employees, and/or designated guests or agents of the Housing Authority.

Tenant, any member of the tenant's household, a guest, or another person under the tenant's control shall not engage in or permit any of the above cited activities or behaviors, or the Housing Authority shall serve a three (3) day notice of termination of tenancy, and without a hearing, file suit against the Tenant for possession of the premises as per Section 9: Termination of the Lease, paragraph A (2) of this lease agreement. Tenant shall be given the opportunity to contest the termination in court proceedings.

One-Strike Fire Policy

87. In the event the Housing Authority of Joliet has a reasonable belief that a Tenant, any member of the Tenant's household, or a household guest creates a fire within or on the exterior of a Tenant's dwelling unit or activates the rental unit or building fire or smoke detection alarm system, the Housing Authority is under no obligation to offer continued housing assistance, re-house, or transfer the Tenant household within the Conventional Public Housing Program or any other agency operated housing assistance program.

If the Housing Authority of Joliet has a reasonable belief that any of the following acts resulted in either a fire within or on the exterior of a tenant's dwelling unit or activation of the rental unit or building fire or smoke detection alarm system, such acts shall be deemed negligent, intentional or criminal acts for purposes of this section. In such event, the Housing Authority shall be authorized to commence lease termination and eviction proceedings upon issuance of a three (3) day termination of tenancy notice. The acts include, but are not limited to:

- A. Removal of a rental unit or building fire or smoke detection alarm system.

- B. Removal of batteries or the disabling of a rental unit or building fire or smoke detection alarm system.
- C. Careless cooking and/or meal preparation activities;
- D. Careless smoking activities;
- E. Improper, unsafe, or excessive use of a personal space heating devices;
- F. Improper or unsafe practices associated with the use of indoor or outdoor cooking grills;
- G. Improper use of matches, lighters, candles, lighter fluids, or other flammable liquids;
- H. Illegal or overuse of household appliances, i.e. use of ovens or stoves as a secondary heat source, overloading of household electrical circuits, unsafe hot water heater setting, inappropriate grounding of electrical appliances, and/or the unsafe practice of overriding thermostats to provide a continuous heat source;
- I. Arson;
- J. Storage of debris, garbage, clothing or other personal household items near an ignition source, i.e. furnaces, dryers, ovens or stoves, and space heaters;
- K. Failure to properly clean and care for items that may serve as an ignition point, i.e. dryer vents, ovens or stoves, hot water heaters, and refrigerators;
- L. Improper storage and/or possession of potentially explosive materials, i.e. gasoline, kerosene, oil, cleaning solvents, pressurized cans and/or tanks, fireworks, etc.;
- M. Illegal or improper hook-up of any appliance to a dwelling unit gas or electrical line by non-agency employees;
- N. Illegal or improper hook-up of a gas or electrical service to a rental unit or building;
- O. Personal disputes with a current or ex-spouse, child, male and/or female companion, friend, or other individual (circumstances may be taken into consideration if the head of household is able to produce a documented history of filed court issued restraining orders as evidence of the household's attempts to keep problem individual(s) away from the household);
- P. Participation in the distribution, manufacture, sale, use, and/or possession of illegal drugs;
- Q. Participation in gang or any anti-social activity or retaliation activity;
- R. Deliberate false activation of a rental unit or building fire or smoke detection alarm system; and/or
- S. Any other negligent, intentional or criminal act that the Housing Authority has reason to believe caused a fire within or on the exterior of the tenant's dwelling unit or activated the rental unit or building smoke detection alarm system.

In the event the tenant, any member of the tenant's household, a guest, or another person under the tenant's control engages in any of the above described activities the tenant shall be liable to the Housing Authority for the full cost of repairs associated with the fire, including all charges or fees assessed by the local government Fire or Police Department. Additionally, the Housing Authority shall serve a three (3) day notice of termination of tenancy, and without a hearing, file suit against the Tenant for possession of the premises as per Section 9: Termination of the Lease, paragraph A (2) of this lease agreement. Tenant shall be given the opportunity to contest the termination in court proceedings.

In the event of a fire, the Housing Authority shall not be responsible for any damages to the Tenant's personal property, nor shall the Housing Authority be liable for any personal injuries suffered by the Tenant, any member of the Tenant's household, or a household guest.

In the event of a fire that is initially determined to be of undetermined origin, and the premises are rendered uninhabitable, the Tenant household shall be transferred to the first available dwelling unit of suitable size. Transferring of the Tenant household does not waive the Housing Authority's right to enforce the terms of this lease provision upon later determination of the cause of the fire.

In the event of a deliberate false activation of a rental unit or building fire or smoke detection alarm system, the tenant is liable to the Housing Authority for the full cost of all charges or fees assessed by the local government Fire or Police Department in response to the activation.

Prohibition of Weapon Possession

88. Tenant understands that the possession of any gun, rifle, firearm, ammunition, and/or weapon i.e. knife, crossbow, sword, pellet or paint ball gun, slingshot, and any other weapon which can cause bodily harm to an individual is prohibited at, on and in all Housing Authority of Joliet properties, rental units, buildings, common areas, and parking lot areas. Tenant hereby acknowledges that violation of this provision shall constitute an immediate default under this lease agreement and that possession of any item cited or referenced above represents an immediate threat to the health and safety of other tenant's, other tenant's guests, and Housing Authority of Joliet employees.

In the event the tenant, any member of the tenant's household, a guest, or another person under the tenant's control violates this lease agreement provision, the Housing Authority shall serve a three (3) day notice of termination of tenancy, and without a hearing, file suit against the Tenant for possession of the premises as per Section 9: Termination of the Lease, paragraph A (2) of this lease agreement. Tenant shall be given the opportunity to contest the termination in court proceedings.

Unit Transfers

89. Tenant agrees that a unit transfer request may only be filed after one year in residency at the currently leased address/premises.
90. Tenant agrees that if the household resides within a rental unit designated as accessible for an individual with handicaps and the Tenant or members of the tenant's household do not require the accommodation, that the tenant agrees to transfer to another suitable unit within 15 calendar days of request by the Housing Authority, should an individual with handicaps require the accessible unit. (Section 504 Compliance)

Vacating a Rental Unit

91. Tenant agrees to provide the Housing Authority with advance notice of vacating the rental unit. Tenant agrees to obtain, execute and return an "Intent to Vacate Form" to the on-site management office at least 30 calendar days in advance of vacating the rental unit.
92. Tenant agrees to vacate the rental unit in a clean and sanitary condition, with only reasonable wear and tear, and to return the rental unit, mailbox, and building entry key cards to the Housing Authority on the vacate date.

93. Tenant understands that rent will be assessed up to and including the date that all keys are returned to the Housing Authority or the date the Housing Authority regains possession through a court of law, if the unit was not properly vacated.
94. Tenant agrees that any property left by the tenant when he/she surrenders, abandons, or vacates the premises may be disposed of by the Housing Authority of Joliet.

Committing Program Fraud

95. Tenant agrees that fraudulent receipt and/or use of any Federal, State, Local government or private grant program funds by the tenant, any member of the tenant's household, a guest, an illegal household member is grounds for termination of tenancy.

Reporting of Repairs or Hazardous Conditions

96. Tenant agrees to promptly notify the Housing Authority of any conditions on or within the premises that are dangerous to the health or safety of the tenant household or to others, or which may cause damage to the premises or waste utilities that are provided by the Housing Authority. Damage done by third parties must be reported to the Joliet Police Department as well as to the Housing Authority. Tenants may be held responsible for damages done by third parties.
97. Tenant agrees to promptly notify the Housing Authority of any known repair needs and of any known unsafe conditions within common areas and on the grounds of the housing development that may lead to injury or damage.
98. In the event the premises is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the tenant and repairs can not reasonably be made by the Housing Authority within a 72 hour period or within the 72 hour period of the tenant reporting the condition to the Housing Authority, the Housing Authority shall attempt to provide temporary alternative accommodations to the tenant. If the tenant rejects the Housing Authority's offer of an alternative temporary accommodation that is appropriate for the tenant's household composition, according to established occupancy standards, rent shall not abate.

Conduct While In Residency

99. Tenant agrees not to maintain, conduct or permit any conduct on the premises which shall disturb another tenant or another tenant's guest of said complex, or which in the opinion of the Housing Authority, is deemed to constitute a nuisance.
100. Tenant shall conduct himself/herself and cause his/her family, guests, and other persons who are on the premises with his/her consent to conduct themselves in a manner which (1) does not disturb his/her neighbor's peaceful enjoyment of their accommodations, (2) is conducive to maintaining the housing development in a decent, safe, and sanitary manner, and/or (3) refrains from involvement in illegal or other anti-social activities that impair the physical or social environment of the housing development.
101. Tenant, any member of the tenant's household, a guest, or another person under the tenant's control shall not consume any alcoholic beverage while on Housing Authority of Joliet premises unless that tenant is within the confines of his/her rental unit. "Within the confines" is hereby defined as within the rental unit's interior and it

does not include on a porch, patio, door step, door stoop, doorway, common area, or yard area. "Consume" shall be defined as the actual consumption of any alcoholic beverage, as well as the possession of or proximity to any open alcoholic beverage container. Violation of this lease clause is grounds for termination of tenancy.

102. Tenant agrees not to open highrise building entry doors for unknown individuals, thereby creating a security risk for other building tenants, tenant guests, and/or Housing Authority of Joliet employees.
103. Tenant agrees to not prop open any interior building door or any exterior security or building entry doors at anytime, thereby creating a security risk for other building tenants, tenant guests, and/or Housing Authority of Joliet employees.

Other Lease Agreement Compliance Issues

104. Tenant agrees to abide by regulations as specified within the Housing Authority of Joliet's Admission and Continued Occupancy Policy and Tenant Handbook. Tenant also agrees to abide by all Housing Authority established House Rules and lease agreement addenda subsequent to appropriate and proper notification and implementation.
105. Tenant agrees to limit smoking activities to an area that is at least 15 feet away from a building entryway or window area or within the tenant rental unit (if allowed by the facility). Tenant may not smoke within any building common area: lobby, elevator, dining room, kitchen facility, management office, laundry room, or on any Housing Authority of Joliet provided transportation vehicle. Smoking within a unit with oxygen tanks is prohibited; violation of this lease clause is grounds for termination of tenancy.
106. Tenant agrees to attend Housing Authority of Joliet sponsored tenant meetings and/or seminars regarding rental unit maintenance as the Housing Authority deems necessary.
107. Tenant shall not install any antenna or broadcasting/receiving equipment and/or other communication devices that would interfere with the rights of other tenants.
108. Tenant shall not maintain waterbeds or water filled furniture on the premises.
109. Tenant shall not temporarily or permanently install or erect any play structure, equipment, swimming or wading pools, or water slide apparatus on the premises.
110. Tenant shall not install any decorative or security type fencing, borders, or walkways on the premises.
111. Tenant shall not create or establish any garden plot, remove and/or plant any trees, bushes, flower beds or shrubs on the premises or within the housing development without the prior written consent of the Housing Authority. Additionally, tenant shall not remove or relocate any Housing Authority pre-established flower beds.
112. Tenant agrees that laundry facilities are for the exclusive use of tenant household members and may not be used by non-tenants. Tenant also agrees to abide by established laundry facility hours.
113. Tenant shall not use interior household furniture on exterior common ground areas, including patio and rental unit threshold/door step areas.
114. Tenant agrees that interest earned on security deposit investments will be prorated to the Resident Councils of each housing development on a semiannual basis. The Resident Councils shall allocate said funds for purposes benefiting the tenant community.
115. Tenant agrees that any notice required by law or otherwise will be sufficient if delivered to the tenant personally or sent by United States Mail to the premises.
116. Otherwise, except as indicated, the tenant's failure to adhere to any of the rules specified within this Section 7: Obligations and Responsibilities of the Tenant, shall

constitute a default of the lease agreement on the part of the tenant and shall thereby authorize the Housing Authority of Joliet to commence termination of tenancy proceedings 30 days after written notice is provided to the tenant household.

Section 8: Unit Inspection

A. Pre-Occupancy and Pre-Termination Unit Inspections

3. Upon tenant's occupancy, the Housing Authority and the tenant shall inspect the rental unit and the equipment. Both the tenant and the Housing Authority's agent shall sign the inspection report, and a copy will be provided to the tenant and retained by the Housing Authority.
4. When the tenant vacates the rental unit, the Housing Authority shall inspect the rental unit and provide the tenant with a written statement of the charges, if any, for which the tenant is held responsible. The tenant and/or his/her representative may be present at the inspection. Both the tenant and the Housing Authority's agent shall sign the inspection report, and a copy will be provided to the tenant and retained by the Housing Authority.

B. Entry of the Premises During Tenancy

5. Tenant agrees that any duly authorized agent, employee, or representative of the Housing Authority of Joliet shall be permitted to enter the tenant's rental unit provided that the tenant received advance written notice of such entry. Purpose of entry may include to conduct a routine maintenance inspection, making improvements and repairs, work order completion verification, or to show the premises for re-leasing purposes. A written statement specifying the purpose of the Housing Authority of Joliet's entry shall be delivered to the premises two (2) days prior to such entry shall be considered reasonable advance notification.
6. The Housing Authority of Joliet shall have the right to enter the premises at anytime without advance notification to the tenant, if the Housing Authority reasonably believes that an emergency situation should exist, such as under the Housing Authority's Emergency Housing Inspection Program, which requires such entrance, or if there is a water leak, gas odor or leak, electrical problems, etc.. In the event that the tenant or all adult members of his/her household are absent from the premises at the time of entry, the Housing Authority's agent, employee, or representative shall leave within the premises a written statement specifying the date, time, and purpose of the emergency entry.
7. If the tenant requests a home visit for any purpose, the Housing Authority of Joliet's representative shall enter the rental unit without written notification being sent to the tenant.

Section 9: Termination of the Lease

The tenant may terminate this lease agreement by providing the Housing Authority of Joliet with a thirty (30) calendar day prior written notice. Failure to provide such a notice shall result in a rent charge not to exceed thirty (30) calendar days rent from the day the vacancy becomes known to the Housing Authority.

A. The Housing Authority shall not terminate or refuse to renew this lease agreement other than for serious or repeated violations of the material terms of the lease agreement (i.e. failure to make payments under the lease agreement or failure to fulfill tenant obligations as set forth within in Section 7: Obligations and Responsibilities of Tenant); and/or for other good cause. The Housing Authority may terminate this lease agreement by providing written notice of its intent to terminate within the following number of days:

4. 14 calendar days in cases of non-payment of rent.
5. A reasonable time commensurate with the urgency of a situation which creates or maintains a threat to the health or safety of other tenants, tenant guests, Housing Authoring employees, or the general public. Specifically, termination resulting from the tenant's violation of Section 7: Obligations and Responsibilities of Tenant, paragraphs A (28) One-Strike Zero Tolerance Policy, A (29) One-Strike Fire Policy, and A (30) Prohibition of Weapon Possession, shall result in the Housing Authority serving a three (3) day notice of termination of tenancy, and without a hearing of any kind, filing suit against the Tenant for possession of the premises. Tenant shall be given the opportunity to contest the termination in court proceedings.
6. 30 calendar days in all other cases.

B. The Notice of Termination of Tenancy to the tenant shall state the reason for the termination, the lease agreement clause and/or policy that was violated, and a statement informing the tenant of the right, if any, to request a hearing in accordance with the Housing Authority of Joliet's Grievance Procedure within ten (10) business days of the date of the notice.

C. If for any reason a signer of this lease agreement ceases to be a member of the tenant family, this lease agreement shall terminate and a new lease agreement shall be executed/signed by a responsible member of the tenant family, provided the tenant family remains eligible for continued occupancy.

D. If a tenant transfers to another Housing Authority of Joliet rental unit, this lease agreement shall terminate and a new lease agreement shall be executed/signed by the tenant for the new premises.

E. Failure of the Housing Authority of Joliet to insist, in any one or more instances, upon strict performance of any of the covenants or agreements of this lease agreement shall not be considered as a future waiver or relinquishment of said covenants, agreements, or options, but the same shall continue and remain in full force and effect. The receipt by the Housing Authority of Joliet of rent with the knowledge of the breach of any covenant, agreement, option, or condition hereof shall not be deemed a waiver of such breach, and no waiver by the Housing Authority of any of the provisions hereof shall be deemed to have been made unless expressed in writing and signed by a representative of the Housing Authority of Joliet.

Section 10: Legal Notices

All notices from the Housing Authority of Joliet required hereunder, except as provided within Section 9: Termination of the Lease, shall be in writing and personally delivered to the tenant or to any adult member of tenant's household, or sent by prepaid first-class mail addressed to the tenant.

Section 11: Defaults

In the event it becomes necessary to seek judicial action in order to collect rents and other charges, or to seek repossession of the premises, and a judgment is rendered in favor of the Housing Authority of Joliet, all legal fees and court costs will be assessed and charged to the tenant pursuant to Section 3: Initial Period/Term of Lease and Payments Due Under the Lease. Two (2) such judgments against the tenant within a calendar year shall be cause for the Housing Authority to seek repossession of the premises.

Section 12: Grievance Procedure

Denial of Tenant's Right To Access the Grievance Procedure

A. Tenant's violation of Section 7: Obligations and Responsibilities of Tenant, paragraphs A (28) One-Strike Zero Tolerance Policy, A (29) One-Strike Fire policy, and A (30) Prohibition of Weapon Possession shall not provide tenant with the right to the Housing Authority of Joliet's Grievance Policy. Violation of these lease provisions shall result in the Housing Authority of Joliet issuing a three (3) day Notice of Termination of Tenancy, and without a hearing of any kind, file suit against the Tenant for possession of the premises. Tenant shall be given the opportunity to contest the termination in court proceedings.

Tenant's Right To Access the Grievance Procedure

B. All grievances or appeals arising under this lease agreement shall be processed and resolved pursuant to the Housing Authority of Joliet Grievance Procedure that is in effect at the time a grievance or appeal arises. The Grievance Procedure is incorporated herein by reference, is available for review at the Housing Authority of Joliet's Main Office and at each on-site management office, and may be obtained upon request by the tenant. All matters concerned by this lease agreement including, but not limited to, rent payments, other charges, or any lease agreement violations are subject to the Grievance Procedure, except those Tenant's who are evicted or whose tenancy is being terminated based on violation of Section 7: Obligations and Responsibilities of Tenant, paragraphs A (28) One-Strike Zero Tolerance Policy, A (29) One-Strike Fire Policy, and A (30) Prohibition of Weapon Possession shall not have access to the Grievance Procedure and shall be subject to lease agreement termination pursuant to Section 9: Termination of the Lease, paragraph A (2).

Section 13: Modifications

- L. This lease agreement, together with any future adjustments of rent or rental unit, evidences the entire agreement between the Housing Authority of Joliet and the tenant, except for rent adjustments made by the Housing Authority. Except for rent adjustments made by the Housing Authority under the provisions of Section 4: Redetermination of Rent, Occupancy Standards, Continued Eligibility, and Misrepresentation of Household Information, no changes herein shall be made except in writing, signed, and dated by both parties. Changes in the rent amount shall be by rider to the lease agreement and signed by both parties.
- M. The Housing Authority of Joliet's Grievance Procedure incorporated herein by reference may be modified from time to time by the Housing Authority of Joliet provided that the tenant is given thirty (30) calendar days written notice of the change, including the reasons therefore and further to be given an opportunity to present written comments to the Housing Authority.
- N. The Conditions of Occupancy incorporated herein by reference may be modified from time to time by the Housing Authority of Joliet provided that the tenant is given thirty (30) calendar days written notice of the change, including the reasons therefore and further to be given an opportunity to present written comments to the Housing Authority.
- O. The Schedule of Rents incorporated herein by reference may be modified from time to time by the Housing Authority of Joliet provided that the tenant is given thirty (30) calendar days written notice of the change, including the reasons therefore and further to be given an opportunity to present written comments to the Housing Authority.

- P. The Utility Allowance Schedule incorporated herein by reference may be modified from time to time by the Housing Authority of Joliet provided that the tenant is given thirty (30) calendar days written notice of the change, including the reasons therefore and further to be given an opportunity to present written comments to the Housing Authority.
- Q. The “Maintenance Department Basic Tenant Repair and/or Replacement Charges” schedule is incorporated herein by reference and may be modified from time to time by the Housing Authority of Joliet provided that the tenant is given thirty (30) calendar days written notice of the change, including the reasons therefore and further to be given an opportunity to present written comments to the Housing Authority.
- R. The Limited Access and Barring Policy incorporated herein by reference may be modified from time to time by the Housing Authority of Joliet provided that the tenant is given thirty (30) calendar days written notice of the change, including the reasons therefore and further to be given an opportunity to present written comments to the Housing Authority.
- S. The Housekeeping Policy incorporated herein by reference may be modified from time to time by the Housing Authority of Joliet provided that the tenant is given thirty (30) calendar days written notice of the change, including the reasons therefore and further to be given an opportunity to present written comments to the Housing Authority.
- T. The Pet Policy incorporated herein by reference may be modified from time to time by the Housing Authority of Joliet provided that the tenant is given thirty (30) calendar days written notice of the change, including the reasons therefore and further to be given an opportunity to present written comments to the Housing Authority.
- U. The Emergency Housing Inspection Policy incorporated herein by reference may be modified from time to time by the Housing Authority of Joliet provided that the tenant is given thirty (30) calendar days written notice of the change, including the reasons therefore and further to be given an opportunity to present written comments to the Housing Authority.

Section 14: Remedies

The rights and remedies of the Housing Authority of Joliet and the tenant under this lease agreement are cumulative and the use of one or more therefore shall not exclude or waive the right to the use of any other remedy.

Section 15: Additions/Modifications

The attached additions or modifications have been made and inserted in this lease agreement before it was signed by the parties hereto:

In witness whereof, the parties have executed this agreement this _____ day of _____, 2____ at Joliet, Illinois.

Head of Household

Date

Spouse

Date

HOUSING AUTHORITY OF JOLIET

Authorized Representative Date

3. Lease Agreement Addendum Number: 1 Police Officer Unit Set-Aside Program

Housing Authority of Joliet

Lease Agreement Addendum Number: 1

Police Officer Unit Set-Aside Program

I agree to abide by the following stipulations of this lease agreement addendum:

1. I agree to set aside from my schedule at least a two (2) hour period per month so that I may attend the Resident Council's monthly meeting associated with the housing development in which I reside to discuss safety issues and concerns with building residents, i.e. personal safety and self defense; property crime prevention practices; motor vehicle safety; crimes and scams perpetrated against senior citizens and disabled individuals; domestic violence; elderly abuse; crime prevention programs; weapons; gangs; and formation of resident or building safety patrols.
2. I agree to walk through the building each day prior to leaving for work and when coming back to my rental unit.
3. I agree to make rent payments on the first of each month to the Housing Authority of Joliet in the amount of \$300.00 per month.
4. I agree to park my assigned police vehicle in highly visible areas to act as a deterrent to crime. Areas will include near building entrances and exits, under site lighting poles, etc.
5. I agree to participate in Resident Council sponsored activities and events to make my presence within the community highly visible to other building residents and guests.
6. I agree to talk and work with zone patrol officers to encourage them to walk through the housing development when I am not at home or when Housing Authority of Joliet security guards are off duty.
7. I agree that the Housing Authority of Joliet may elect to terminate my lease agreement within a thirty (30) calendar day period should the Housing Authority of Joliet find that I am not fulfilling the requirements cited above or contained within the lease agreement.

Signature of Officer

Date of Execution

4. Limited English Proficiency (LEP) Plan

Appendix T: Limited English Proficiency (LEP) Plan

Housing Authority of Joliet Limited English Proficiency (LEP) Plan

A. LEP Plan Statement

Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” published on August 16, 2000, at 65 CFR 50121, requires every federal agency and its funding recipients to provide Limited English Proficiency (LEP) persons with meaningful access to the benefits, services, information, and other important portions of its programs/activities for LEP individuals and therefore comply with Title VI regulations. Language for Limited English Proficiency (LEP) persons can be a substantial barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by federally funded programs and activities.

The Housing Authority of Joliet has adopted this Limited English Proficiency (LEP) Plan to provide persons with Limited English Proficiency (LEP) with meaningful access to agency operated housing assistance and social service programs/activities. In accordance with federal guidelines, the Housing Authority of Joliet shall make reasonable efforts to provide or arrange for free language assistance for its LEP clients, specifically those applicants or participants who are eligible for assistance through its Public Housing Program, Housing Choice Voucher Program, Homeownership Program, and/or other agency sponsored programs/activities.

The Housing Authority of Joliet is committed to providing high quality customer service and meaningful access to its programs/activities to all eligible LEP individuals. No LEP client shall be denied access to a Housing Authority of Joliet program simply because they do not speak English or they communicate in English on a limited basis.

An eligible LEP client is an individual who:

- Is an applicant to the Public Housing Program, Housing Choice Voucher Program, Homeownership Program and/or any other Housing Authority of Joliet offered program/activity;
- Is a current recipient of services through the Public Housing Program, Housing Choice Voucher Program, Homeownership Program, an/or any other Housing Authority of Joliet offered program/activity; or
- Is eligible for a Housing Authority of Joliet program but is underserved and may benefit from an outreach program.

B. Meaningful Access: Four Factor Analysis

Meaningful access is free language assistance in accordance with federal guidelines. The Housing Authority of Joliet shall periodically assess and update the following four-factor analysis, including but not limited to:

1. The number of or proportion of LEP persons eligible to be served or likely to be encountered by the Housing Authority of Joliet.
2. The frequency with which the Housing Authority of Joliet comes into contact with a particular language.
3. The nature and importance of the Housing Authority of Joliet’s program, activity or service to the person’s life. A compulsory activity is evidence of importance. For example, voluntary attendance at a resident meeting does not have to have the same level of importance as does the completion of a program application or participation in the termination process for an applicant or a currently assisted resident/participant.
4. The Housing Authority of Joliet’s available resources and the financial cost of providing meaningful access. Reasonable steps may cease to be considered reasonable when the financial costs imposed upon the Housing Authority of Joliet substantially exceed the benefits. The Housing Authority of Joliet determines the budget for language assistance.

C. Language Assistance

An individual who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient (LEP) person and may be entitled to free language assistance with respect to a Housing Authority of Joliet program/activity, benefit, or right.

Language assistance includes translation, which means the written transfer of a message from one language into another language; and/or interpretation, which means oral or spoken transfer of a message from one language into another language.

The Housing Authority of Joliet shall take reasonable steps to provide opportunity for meaningful access to LEP clients who have difficulty communicating in English. If reasonably possible, the Housing Authority of Joliet shall provide the language assistance in the LEP client's preferred language. The Housing Authority of Joliet has the sole discretion to determine whether to provide language assistance in the form of interpretation or translation and as to what is reasonable in providing the language assistance.

The Housing Authority of Joliet will periodically assess client need for language assistance based on the number of requests for interpreters and/or translation, as well as the literacy skills of clients.

D. Document Translation

The Housing Authority of Joliet will weight the costs and benefits of translating documents for potential LEP groups, considering the expense of translating the documents, the barriers to meaningful translation or interpretation of technical housing information, the likelihood of frequent changes in documents, the existence of multiple dialects within a single language group, the apparent literacy rate in an LEP group and other relevant factors. The Housing Authority of Joliet will translate vital documents if (1) an eligible LEP population within the market area exceeds 1,000 persons, or (2) or the current beneficiaries (participants) of an assisted housing program exceeds 1,000 persons, or (3) if the eligible population or beneficiaries (participants) of an assisted housing program exceeds 5 percent, or (4) there are more than 50 beneficiaries (participants) of an assisted housing program.

A vital document is defined as a document that is considered critical for ensuring that a LEP individual has meaningful access; documents such as the Public Housing Program lease, Tenant Handbook, Housing Choice Voucher Program Family Obligations, Notices advising LEP persons of Free Language Assistance, and other selected documents and/or mailings, etc. If the Housing Authority of Joliet determines that document translation is necessary and appropriate, the Housing Authority will translate the vital document into the client's requested language.

As adopted by HUD when issuing a HUD form/document that is translated into a language other than English, the Housing Authority of Joliet will include this disclaimer on any Housing Authority of Joliet vital document that has been translated: "This document is a translation of a Housing Authority of Joliet issued legal document. The Housing Authority of Joliet provides this translation to you merely as a convenience to assist in your understanding of your rights and obligations. The English language version of this document is the official, legal, controlling document. This translated document is not an official document."

HUD has already provided translations of some standard housing documents in multiple languages (Arabic, Cambodian, Chinese, French, Haitian Creole, Hmong, Korean, Laotian, Russian, Spanish, and Vietnamese). Those documents include:

1. Authorization for Release of Information/Privacy Act Notice (HUD-9886)
2. Request for Tenancy Approval (HUD-52517)
3. HAP Contract (HUD-52641)
4. Tenancy Addendum (HUD-52641-A)
5. Family Self Sufficiency Program Contract of Participation (HUD-52650)
6. FSS Escrow Account Credit Worksheet (HUD-52652)
7. Statement of Homeownership Obligations (HUD-52649)
8. "A Good Place To Live"

When considering whether or not to translate a document, the Housing Authority of Joliet shall consider the lifespan and cost to translate documents.

Based on cost, the Housing Authority of Joliet has already determined that it is not cost effective to translate one of a kind documents such as a letter that denies admission to a housing assistance program, a notice of termination of tenancy within the Public Housing Program, a notice of termination of participation within the Housing Choice Voucher Program, any court issued document, and a letter of non-disclosure. However, the Housing Authority shall attach to each of the above cited documents a notice that will advise an LEP person of the availability of language assistance services to have the document orally/verbally interpreted at no charge to the individual.

The Housing Authority of Joliet will consider technological aids such as Internet-based translation services which may provide helpful, although perhaps not authoritative, translations of written materials.

As opportunities arise, the Housing Authority of Joliet may elect to work with other housing authorities to share the costs of translating common documents, which may include language groups which do not yet reach the threshold level in the Housing Authority of Joliet's client population.

E. Audiovisual Materials

The Housing Authority of Joliet will use reasonable efforts to produce or obtain multiple translations of audiovisual materials it uses to inform or educate applicants, residents and other client groups.

The Housing Authority of Joliet will make such materials available for purchase by housing agencies and other organizations, to assist them in their LEP efforts.

F. Interpreters – Formal

When necessary to provide meaningful access for LEP clients, the Housing Authority of Joliet will provide qualified interpreters, including Housing Authority of Joliet bilingual staff and contract vendors. At important stages that require one-on-one contact, written translation and verbal interpretation services will be provided consistent with the four-factor analysis.

The Housing Authority of Joliet may require a formal interpreter to certify to the following:

- The interpreter understands the matter communicated and will therefore render a competent interpretation; and
- The interpreter will not disclose confidential data without written authorization from the client and the Housing Authority of Joliet.

Formal interpreters shall be made available, upon client request, for the following events/activities:

- An applicant hearing for upholding denial of admission to the Public Housing Program, Housing Choice Voucher Program, and/or a Homeownership Program;
- An informal or formal hearing/conference for termination from the Public Housing Program, Housing Choice Voucher Program, and/or a Homeownership Program; and
- A non-disclosure hearing for a Housing Choice Voucher Program participant.

The Housing Authority of Joliet shall maintain a list of qualified, bilingual employees who are proficient in various non-English languages.

G. Interpreters – Informal

When necessary to provide meaningful access for LEP clients, the Housing Authority of Joliet will allow a LEP client to use their own interpreter. Client interpreters are classified as informal interpreters and may include a family member, friend, legal guardian, and/or a service representative/advocate of a LEP client. The Housing Authority of Joliet shall determine whether it is appropriate to rely on an informal interpreter, depending upon the circumstance and subject matter of the communication. However, in many circumstances, informal interpreters, especially children, are not competent to provide quality and accurate interpretations. There may be issues of confidentiality, competency or conflicts of interest.

An LEP person may select an informal interpreter of their own choosing and at their expense, either in place of or as a supplement to the free language assistance that is offered by the Housing Authority of Joliet. If possible, the Housing

Authority of Joliet shall accommodate a LEP client's request to use an informal interpreter in place of a formal interpreter.

If a LEP client wants to use their own interpreter, the Housing Authority of Joliet reserves the right, at its own cost, to also have a formal interpreter present.

H. Interpreters – Emergency Situations

An interpreter may be used in an emergency situation. The Housing Authority of Joliet should first respond to the emergency situation and then follow-up with language assistance as appropriate.

I. Interpreters – Guidelines Associated with Use

- Remember to speak directly to the LEP client and not to the interpreter.
- State the purpose of the meeting and how the meeting will be conducted.
- Describe the type of information that may be conveyed.
- Enunciate all words and avoid contractions.
- Avoid the use of double negatives, slang, and business related acronyms.
- Speak in short sentences, expressing one concept/idea at a time.
- Ask the interpreter if you should slow down or speed up your speech.
- Allow time for the information to be interpreted.
- Provide brief explanations of technical or business related terms.
- Occasionally ask the interpreter if they understand the information conveyed.
- Occasionally ask the client if they understand the information conveyed.
- Be patient and thank the interpreter.

J. Interpreters – Documented Use of an Interpreter

The Housing Authority of Joliet will document in the LEP client's file or record when an interpreter is used during the application and termination process to a Housing Authority of Joliet program or during a grievance procedure.

K. Notice of Free Language Assistance

1. All applications for assisted housing will ask applicants if they are LEP and need free language assistance to conduct business with the Housing Authority of Joliet. The client will need to identify their language on the application document.
2. All recertification correspondence will inform current clients that they may contact staff to request free language assistance in order to conduct business with the Housing Authority of Joliet.
3. All assisted housing program applicant denials and program terminations will state that the client may contact the Housing Authority of Joliet for free language assistance about the action taken.
4. The Housing Authority of Joliet shall determine on what other occasions to give notice to a client that free language assistance is available.

L. Private and Confidential Information

Contracted language assistance vendors will need to submit a written statement that they will not disclose confidential data without written authorization from the client and the Housing Authority of Joliet.

M. Monitoring

The Housing Authority of Joliet will periodically review and revise this LEP Plan. The review will include:

1. A summary report from the Housing Authority of Joliet's computer business system on the number of clients who are LEP, to the extent that the software and staff data entry can provide such information. Such reports may be supplemented by staff observations.
2. A summary report from the computer business systems and other sources listing the languages used by LEP clients.
3. A determination as to whether 5 percent or 1,000 persons from a client group speaks a specific language, which triggers consideration of document translation needs as described above.
4. An analysis of staff requests for contract interpreters; number of requests, languages requested, costs, etc.
5. The Resident Advisory Board (RAB) will be asked to review the LEP Plan annually as part of updating the Agency Plan.

N. LEP Plan Distribution and Training

The LEP Plan shall be:

1. Distributed to all Housing Authority of Joliet supervisors.
2. Available and/or posted at the Housing Authority of Joliet Main Office and at all Public Housing Program housing developments.
3. Explained in training sessions for supervisors and other staff who need to communicate with LEP clients.

Training shall include:

- a. The Housing Authority of Joliet's duty to offer language assistance in compliance with federal requirements;
- b. The substance of the Housing Authority of Joliet's LEP Plan;
- c. The identification of HUD and Housing Authority of Joliet determined vital documents;
- d. The posting of Free Language Assistance Signs;
- e. The use of "I Speak Cards";
- f. The need to document and meet an LEP person's language needs;
- g. The identification of bilingual staff and contract interpreters; and
- h. The need to provide appropriate outreach to identified LEP populations within the Housing Authority of Joliet's various service jurisdictions.

O. Conflict and Scope of LEP Plan

The LEP Plan does not create a standard of care, a covenant of habitability or any rights to third parties of Housing Authority of Joliet clients. The Plan does not enlarge the Housing Authority of Joliet's duty under any law, regulation or ordinance. If the LEP Plan conflicts with applicable law, regulation or ordinance, the applicable law, regulation or ordinance shall prevail. The LEP Plan is incorporated into the Housing Authority of Joliet's Public Housing Program's Admission and Continued Occupancy Policy and the Housing Choice Voucher Program's Administrative Plan. If this LEP Plan conflicts with another Housing Authority of Joliet policy, the LEP Plan will control. The LEP Plan is a general guideline as to a standard of care to which the Housing Authority of Joliet aspires.

18K. Project Based Housing Choice Voucher Program Policy

See Electronic Attachment, “il024d01”

18L.

HOUSING AUTHORITY OF JOLIET



RELOCATION PLAN

February 7, 2007

Revised April 1, 2008

INTRODUCTION

Before 2010, the Housing Authority of Joliet plans to demolish AMP 1, Desplaines Gardens and AMP 3, Fairview Homes, public housing developments, including all residential buildings and the community centers. This will require the relocation of all residents from the buildings prior to the commencement of demolition activities.

Complete demolition of a public housing development requires HUD approval under Section 18 of the Quality Housing and Work Responsibility Act (QHWRA) of 1998. Guidance relating to Section 18 relocation activities is provided in 24 CFR Part 970, and PIH 2005-32. Under the Section 18 guidelines, PHAs must provide existing residents with:

- A 90-day advance notice of move;
- Provision of comparable housing which meets HQS, is located in an area that is generally not less desirable than the location of the displaced person's housing, and which could include public housing, Section 8 project based units or Section 8 HCV assistance;
- Payment of actual and reasonable relocation expenses;
- Provision of any necessary counseling, including Mobility Counseling; and
- Assurance that the demolition will not occur until after all residents have been relocated from the building.

Residents who are to be displaced as a result of demolition must be offered opportunities to relocate to other comparable/suitable decent, safe, sanitary and affordable housing, at rents no higher than permitted under the Housing Act, which is, to the maximum extent practicable, housing of their choice, on a nondiscriminatory basis, without regard to race, color, religion (creed), national origin, handicap, age, familial status or sex in compliance with applicable Federal and State Laws.

Further, PHAs must carry out relocation activities in accordance with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act. PHAs must also certify that they will affirmatively further fair housing.

This relocation plan addresses all aspects of the Section 18 requirements and provides a process by which residents can be relocated into decent, safe and affordable housing with the least amount of disruption to their families.

DEFINITIONS

Definition of Displaced Person

The term “displaced person” means any person (household, business, nonprofit organization or farm) that moves from real property, or moves personal property from real property permanently, as a direct result of acquisition, rehabilitation, or demolition of a Federal or federally assisted project.

Who Qualifies as a Displaced Person?

The term displaced person includes, but may not be limited to:

- (i) A person who moves permanently from the real property after the PHA or the person acquiring the property, issues a vacate notice to the person, or refuses to renew an expiring lease in order to evade the responsibility to provide relocation assistance, if the move occurs on or after the date of HUD approval of the demolition;
- (ii) Any person who moves permanently, including a person who moves before the date of HUD approval of the demolition, if HUD or the PHA determines that the displacement resulted from the demolition of the property and is subject to the provisions
- (iii) A tenant-occupant of a dwelling who moves permanently from the building/complex on or after the date HUD approves the demolition, if the move occurs before the tenant is provided written notice offering him or her the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex, under reasonable terms and conditions, upon completion of the project. Such reasonable terms and conditions shall include a monthly rent and estimated average monthly utility costs that do not exceed that permitted under section 3(a) of the 1937 Act.
- (iv) A tenant-occupant of a dwelling who is required to relocate temporarily and does not return to the building/complex if either: (a) The tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with such temporary relocation; or (b) Other conditions of the temporary relocation are not reasonable. It should be noted that HAJ does not plan to temporarily relocate any family in association with the relocation and demolition of Spring Bluff (AKA Poole Gardens) Housing Development.
- (v) A tenant-occupant of a dwelling who moves from the building/complex permanently after he or she has been required to move to another unit in the same building/complex if either: (a) The tenant is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move; or (b) Other conditions of the move are not reasonable.

Who Does Not Qualify as a Displaced Person?

A person does not qualify as a displaced person, and is not eligible for relocation assistance if:

- (i) The person has been evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable Federal, State or local law, or other good cause, and the PHA determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;
- (ii) The person is ineligible under 49 CFR 24.2(g)(2); or
- (iii) HUD determines that the person was not displaced as a direct result of an action covered by this section.

OVERVIEW OF THE SCOPE OF ACTIVITIES

The description of the Housing Developments targeted for demolition is summarized below:

AMP 1 Desplaines Gardens, (with dwelling units built in 1954, 1959, and 1964) is a scattered site containing a total of 162 units - 40 of those units *are not* targeted for demolition. Those units include the 12 family units located at Joliet, Allen, & Wallace that were re-designed and rehabilitated within the last ten (10) years, as well as 28 units of senior/disable housing located at Joliet, Allen, & Dekalb Streets (the "Quads").

The unit mix of those sites targeted for demolition at AMP 1, Desplaines Gardens is as follows:

1 BR Units	20
2 BR Units	46
3 BR Units	30
4 BR Units	26
5 BR Units	<u>0</u>
TOTAL	122

AMP 3 Fairview Homes, (built in 1966) is located on one (1) site and all 168 dwelling units are targeted for demolition:

The unit mix is as follows:

1 BR Units	0
2 BR Units	40
3 BR Units	90
4 BR Units	26
5 BR Units	<u>12</u>
TOTAL	168

The demolition plan for each site involves (separately) relocating all families occupying said dwelling units. Immediately upon demolition application approval from the U.S. Department of Housing and Urban Development, the Housing Authority will issue Section 8 Housing Choice Vouchers to each of the families at the particular Housing Development(s). Based on educational and information sessions previously provided to families, many have already begun the process of identifying decent, safe, and sanitary housing units within the City of Joliet and also Will County.

In 2007, the Housing Authority has submitted a housing unit survey to its 573 landlords, requesting a listing of two (2) to five (5) bedroom units they can make available for our families. That list may be updated to supplement our current listing of 160 units available; and units identified in local newspapers. The Authority believes there is more than a sufficient number of decent, safe, and sanitary housing units, at an affordable cost, within the City of Joliet and Will County to accommodate the relocation needs of our families within a 120 day period.

Families unsuccessful in locating housing under the Section 8 Housing Choice Voucher Program due to extenuating circumstances and/or opting to be housed in another public housing development will also be relocated within a 120 day period.

Relocation will be coordinated by a Relocation Specialist in the HAJ's Housing Management Division; and the physical moves will be conducted by a Contractor procured by HAJ. Residents will be provided with utility transfer fees, and a moving stipend for incidental expenses.

All families will receive counseling from the Relocation Specialist, HAJ Housing Manager, and Section 8 HCV staff. Outreach efforts will be conducted to assist residents in other ways, such as obtaining financial assistance for security deposits.

All moves will be permanent. There will be no temporary moves associated with this relocation.

All units in a building will be vacated prior to demolition activities.

OBJECTIVES

- Sensitivity
- Individual Solutions
- Promote Choice

For any family, involuntary relocation is inconvenient at best and disruptive at worst. Some of our residents have lived in their public housing unit for years. They have raised their children in the development, and have deep roots in the area. The HAJ recognizes the need to exercise great sensitivity in its relocation activities.

Additionally, families are in varying stages of economic self-sufficiency. For example, some families may be ready for homeownership at the time of relocation. Because of the wide array of readiness, each family's situation will have to be considered separately, and counseling will need to focus on helping families choose a new environment that will meet their current and future needs for economic and personal growth and development. The need for individual solutions lends itself to a case management approach.

HAJ will promote choice to the greatest extent possible. All residents that will be relocated due to demolition activities will have priority for housing at other HAJ communities. They will also go to the top of the Section 8 HCV waiting list as well if they so desire. A Relocation Specialist within the Housing Management Division will be appointed to oversee the entire relocation program. The Relocation Specialist will also be available at all times to address resident questions and/or concerns. Upon HUD approval of the demolition application, the HAJ will subsequently apply for additional Section 8 HCV relocation vouchers to replenish the number of total affordable units administered by the agency.

TOTAL RELOCATION COSTS

HAI's plan is to utilize Capital Program Funds to pay for relocation activities.

The chart below represents the amount expended to relocate the 80 families relocated in 2007 prior to the Spring Bluff Homes (aka Poole Gardens) demolition and it is expected remain fairly accurate, on a per-unit basis, for the Fairview Homes and Desplaines Gardens relocation.

Total Relocation Costs for Poole Gardens (80 families)	
Utility Transfer Fees @ \$90 per family	\$ 7,200.00
Staff Salary & Fringe ; RS 100% of time for 6 months	\$ 22,320.56
Moving Costs for the physical move of 80 families	\$114,945.00
Incidental Expenses Per Family @ \$150 per family	\$ 12,000.00
TOTAL	\$156,465.56
Average Cost Per Unit	\$ 1,955.82

1. Total utility transfer fees for telephone, cable and Com Ed, on average, are estimated at \$90.00 per family for a total of \$7,200.00. (Note: some areas to which residents may choose to move may charge a fee to establish water and sewer service.)
2. The cost of administering this relocation plan and providing assistance, counseling and education is estimated at \$279 per family for a total of \$22,320.00.
3. Moving costs of \$1,436.81 per family, on average, for a total cost of \$114,945.00. The moves will be coordinated by HAI's Relocation Specialist and performed by a contractor. The contract will be let following HUD approval of this application.

Number of Rooms of Furniture				
Size	Rooms of Furniture	# of Occ. Units	Cost Per Unit	Total
2 BR	(4 rooms)	27	\$ 970	\$ 26,190.00
3 BR	(5 rooms)	33	\$ 1,455	\$ 48,015.00
4 BR	(6 rooms)	16	\$ 1,940	\$ 31,040.00
5 BR	(7 rooms)	4	\$ 2,425	\$ 9,700.00
		80 Occupied	Total Cost	\$114,945.00
		Average Cost Per Unit		\$ 1,436.81

4. Incidental expenses at \$150 per family for a total of \$12,000.

ORGANIZATION, SERVICES PROVIDED, RELOCATION OPTIONS AND TIMETABLE

Organizational Issues

The job of the Relocation Specialist will be to coordinate the entire relocation effort for the Authority and to be an advocate, interfacing between the families and HAJ staff, to ensure a smooth transition for displaced families. We envision that staff from most divisions of the HAJ will be involved in this effort, including Finance, Management / Maintenance Services, Assisted Housing and Resident Services.

The Counseling Process

All families will receive relocation assistance and housing mobility counseling and direct case management services. The Relocation Specialist will begin work long before actual relocation occurs, to educate families about the process, counsel them on housing opportunities available to them, and help them analyze the pros and cons of various housing alternatives. Assistance will be provided in how to select the best housing type and neighborhood for every family. The benefits of selecting housing in non-poverty areas will be presented, and information relating to school performance, availability of shopping and services, access to transportation and proximity to employers will be provided.

The Relocation Specialist will meet with families on a group and individual basis. The level and type of support required will be identified in one-on-one meetings. For some families, particularly those ready to move into homeownership, the assistance required will be minimal. For others though, the assistance needs will be greater, and the general approach will be to provide case management, housing counseling, and intensive tracking and follow-up.

Relocation Specialist (RS)

The responsibility of the Relocation Specialist will be to coordinate all relocation activities. Specifically, the RS will:

- Conduct regular meetings with other HAJ staff involved in the process;
- Develop tracking systems to monitor each family through the process;
- Determine and evaluate the relocation needs and preferences of each family that will be displaced;
- Evaluate the readiness of each family in terms of economic self-sufficiency, and refer to the HAJ's homeownership programs where appropriate;
- Provide a full explanation of relocation payments and assistance for which each family may be eligible;
- Provide information on available comparable replacement dwellings, and discuss the pros and cons of public housing versus housing choice vouchers;
- Refer families to the Management, Maintenance, or Section 8 HCV Program Departments, depending on their relocation choice;
- Counsel residents with regard to leasing activities;
- Assure residents that any dwelling referred to a displaced family will be decent, safe, sanitary and affordable;
- Schedule and coordinate the physical moves;
- Assist in minimizing hardships to persons to be relocated by providing referrals or coordinating services;

Relocation Options

Families relocated from will have the option of moving to an available, similar HAJ Housing Development or receiving a Section 8 Housing Choice Voucher. HAJ will make housing assistance available to families from vouchers currently available. All relocations will be permanent. There will be no temporary relocations.

HAJ Owned Housing

Residents displaced by this action will be offered housing units, as available, on a priority basis at HAJ Housing Developments. The HAJ Public Housing Developments include:

Desplaines Gardens	AMP 1
Fairview Homes	AMP 3
John O. Holmes Complex	AMP 4
Heritage Place	AMP 5
John C. Murphy Building	AMP 6
John F. Kennedy Terrace	AMP 7
Adlai Stevenson Gardens	AMP 8

Section 8 HCV Program

Residents displaced by this action will also be offered housing choice vouchers (HCVs) on a priority basis. The Relocation Specialist will coordinate with HAJ’s Section 8 Housing Choice Voucher Program Department to identify all available rental housing. HAJ staff members are familiar with the residential areas in Joliet and Will County, and work with area community based organizations, churches and other nonprofit organizations that serve HAJ residents. HAJ staff will meet with these organizations to gain acceptance and increase the comfort level of families and community residents.

Timetable

- Discussion has already begun with residents regarding the desire of the Housing Authority of Joliet to redevelop both sites into mixed-income, low-density communities of choice.
- Residents will receive notification of the general relocation as soon as the demolition application has been approved by HUD for each/either site. The notice will describe the assistance to be provided and the procedures for obtaining the assistance.
- The Relocation Specialist will meet with each family to determine which form of housing assistance they are interested in, and which services, if any, they need. Referrals will be made where necessary.
- Early Move notices will be sent out upon notification of approval of the application.
- Relocation will begin.

- The demolition contract will be let.
- Demolition will begin after all residents have been relocated from the building.
- Relocation and demolition will be anticipated to be completed within six (6) months of HUD approval of the application.

HAJ'S COMMITMENT TO FAIR HOUSING

- The Housing Authority of Joliet ensures equal opportunity and affirmatively furthers fair housing for all. HAJ's Fair Housing and Equal Opportunity policies are included in the PHA Plan, Admissions and Continued Occupancy Policy and the Administrative Plan.
- The Housing Authority of Joliet undertakes affirmative measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status, age, and disability
- The Housing Authority of Joliet undertakes affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion, national origin, sex, familial status, age, and disability.
- The Housing Authority of Joliet undertakes affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required.

RECORD KEEPING PROCEDURES

Basic Issues

- General records as well as separate tenant case files will be maintained.
- Records will be kept in sufficient detail so as to demonstrate compliance.
- Records will be prepared and updated by the Relocation Specialist and will be kept on file at the Central Office.
- All pertinent records related to relocation will be retained for at least seven years after the relocation completion date.
- All records will remain confidential. They will not be made available as public information unless required by applicable law. Only authorized HAJ staff or HUD shall have access to them.

General Relocation File

The Relocation Specialist will maintain a general relocation file, which will include the following:

- A list of names and addresses of all persons occupying the property as of the date of the Section 18 application submission to HUD

- A list of names and addresses of all persons moving into the property after the application submission date
- Evidence that the demolition did not begin until all residents were displaced

Tenant Case Files

The Relocation Specialist will also maintain files for each individual family that was occupying the property as of the date of Section 18 application submission to HUD as well as individuals and families that moved into the property after the application submission date. The files will include the following:

- Evidence that the resident received a General Information Notice to explain the project's purpose and goals, and the assistance that will be available
- Evidence that an Early Move Notice was issued to each family to ensure that all families were offered early move assistance in a fair and equitable manner. Also, an indication of the manner in which the notice was delivered, i.e., personally served, or certified mail.
- Evidence that the family received a written 90-Day Notice at least 90 days in advance of the required move, and a general description of the relocation payments and advisory services for which the family may be eligible. Also, an indication of the manner in which the 90-Day Notice to Vacate was delivered; i.e., by either certified mail, receipt required, or by hand delivery with the delivery documented by a signed receipt.
- Evidence that the family received a Notice of Ineligibility Due to Eviction for Cause, if applicable, and an indication of the manner in which it was delivered; i.e., by either certified mail, receipt required, or by hand delivery with the delivery documented by a signed receipt.
- Identification of relocation needs and choice of replacement housing (i.e., public housing or HCV)
- Evidence that the family was offered a comparable replacement unit or Housing Choice Voucher
- Evidence to document the fact that the replacement unit meets HQS
- Evidence to document meetings with the family, and referrals made to HAJ staff (RSD, HCV) and outside organizations
- Evidence of payment of resident stipend
- Copy of any appeal or complaint received and HAJ response

NOTICES TO RESIDENTS

The following pages include notices that have been or will be provided to residents throughout the relocation process. The purpose of the notices is to help clarify the relocation process, reduce the potential for confusion, and provide evidence of compliance with the Section 18 requirements.

The notices include:

1. General Information Notice. This notice was mailed to all residents.
2. Notice of Ineligibility Due to Eviction for Cause
3. Early Move Notice
4. 90-Day Notice to Vacate. The 90-Day Notice to Vacate will be delivered by either certified mail, receipt required, or by hand delivery with the delivery documented by a signed receipt.

APPEALS

A person who disagrees with the HAJ's determination concerning whether the person qualifies as a displaced person, or the amount of the relocation assistance for which the person is eligible, may file a written appeal of that determination with the Authority. A person who is dissatisfied with the HAJ's determination on his or her appeal may also submit a written request for review of the determination to the HUD Field Office.

ELECTRONICALLY SUBMITTED ATTACHMENTS

“i1024a01” – Performance & Evaluation Reports

“i1024b01” – Housing Authority of Joliet Organizational Chart, Most Recent Board-Approved Operating Budget, and Agency Resident Satisfaction Survey Follow-Up Plan

“i1024c01” – Violence Against Women Act Policy

“i1024d01” – Project Based Housing Choice Voucher Program Policy

Hard Copy Attachments

Attachment A – Certifications: Board Resolution for Annual Plan, Local Entity’s Certification of compliance with Consolidated Plan, Drug Free Workplace, Disclosure of Lobbying Activities, Payments to Influence Federal Transactions

(Sent 4/17/2008 via Overnight Mail to J. Hartfield, Chicago HUD)

Attachment B – Additional Capital Fund Certifications: Environmental Review form HUD-7015.15 and Evidence of National Historical Preservation compliance

(Sent 4/17/2008 via Overnight Mail to L. Schrock, Chicago HUD)

**Annual Statement /
Performance and Evaluation Report**

Part I: Summary
Capital Funds Program (CFP)

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

OMB Approval 2577-0157 (Exp. 3/31/2002)

HA Name		Capital Funds Project Number		FFY of Approval	
HOUSING AUTHORITY OF JOLIET (IL024)		CFFP Financing Proceeds		2005	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Final Performance and Evaluation Report		<input checked="" type="checkbox"/> Revised Annual Statement - 03/15/2008 <input type="checkbox"/> Performance and Evaluation Report for Year Ending			
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost (2)	
		Original	Revised (2)	Obligated	Expended
1	Total Non-CFP Funds - Earned Interest thru 12/31/2007 - IHDA CFBP Grant	\$0.00	\$464,005.32	\$464,005.32	\$395,402.10
		\$0.00	\$108,000	\$108,000.00	\$108,000.00
2	1406 Operations (May not exceed 20% of line 20 for PHAs with 250 or more Units)	\$0.00	\$0.00	\$0.00	\$0.00
3	1408 Management Improvements (May not exceed 20% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
4	1410 Administration (May not exceed 10% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
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	\$257,560.58	\$426,768.31	\$426,768.31	\$405,710.29
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$201,675.00	\$201,675.00	\$201,675.00	\$201,675.00
10	1460 Dwelling Structures	\$6,314,934.76	\$6,717,732.35	\$6,717,732.35	\$6,670,187.15
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	\$0.00	\$0.00	\$0.00	\$0.00
15	1490 Replacement Reserve	\$0.00	\$0.00	\$0.00	\$0.00
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
18	1499 Mod Used for Development Activities	\$0.00	\$0.00	\$0.00	\$0.00
19	1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
20	Amount of CFFP Proceeds (Sum of lines 2 - 19)	\$6,774,170.34	\$7,346,175.66	\$7,346,175.66	\$7,277,572.44
21	Amount of line 20 Related to LBP Activities	\$0.00	\$0.00	\$0.00	\$0.00
22	Amount of line 20 Related to Section 504 Compliance	\$220,000.00	\$220,000.00	\$220,000.00	\$220,000.00
23	Amount of line 20 Related to Security	\$136,718.04	\$151,146.35	\$151,146.35	\$151,146.35
24	Amount of line 20 Related to Energy Conservation Measures	\$1,099,504.41	\$1,127,492.35	\$1,127,492.35	\$1,127,492.35
(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.		(2) To be completed for the Performance and Evaluation Report.			
Signature of Executive Director and Date		Signature of Public Housing Director/Office of Native American Programs Administrator and Date			

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

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

FFY 2005 Illinois Capital Fund Bond Pool

Capital Funds Program: Housing Authority of Joliet (IL024)

3/15/2008

OMB Approval 2577-0157 (Exp. 3/31/2002)

Development Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
PHA Wide	1406 Operations	1406		\$0.00	\$0.00	\$0.00	\$0.00	
PHA Wide	1408 Management Improvements	1408		\$0.00	\$0.00	\$0.00	\$0.00	
PHA Wide	1410 Administration	1410		\$0.00	\$0.00	\$0.00	\$0.00	
PHA Wide	1411 Audits	1411		\$0.00	\$0.00	\$0.00	\$0.00	
PHA Wide	1415 Liquidated Damages	1415		\$0.00	\$0.00	\$0.00	\$0.00	
PHA Wide	1430 Fees and Cost							
	Sprinkler System	1430	6 Bldgs	\$40,250.00	\$110,250.00	\$110,250.00	\$110,250.00	Complete
	Rehabilitation at 400 N. Bluff	1430	1 Bldg.	\$33,406.81	\$44,761.05	\$44,761.05	\$23,703.03	In Progress
	Window Replacement / Terminal HVAC	1430	3 Bldgs	\$32,486.41	\$60,474.35	\$60,474.35	\$60,474.35	Complete
	Elevator Upgrades	1430	7 Bldgs	\$95,746.72	\$111,886.72	\$111,886.72	\$111,886.72	Complete
	Security Improvements	1430	3 Bldgs	\$1,557.04	\$15,985.35	\$15,985.35	\$15,985.35	Complete
	Emergency Generators	1430	6 Bldgs	\$0.00	\$0.00	\$0.00	\$0.00	To Be Addressed in Future
	Parking Lot/Site Improvements	1430	4 Bldgs	\$6,183.00	\$27,080.24	\$27,080.24	\$27,080.24	Complete
	Handrails/ShowerStalls/Cabinets/Tops	1430	6 Bldgs	\$47,930.60	\$56,330.60	\$56,330.60	\$56,330.60	Complete
	Total 1430			\$257,560.58	\$426,768.31	\$426,768.31	\$405,710.29	
PHA Wide	1440 SITE ACQUISITION	1440		\$0.00	\$0.00	\$0.00	\$0.00	
PHA Wide	1490 REPLACEMENT RESERVE	1490		\$0.00	\$0.00	\$0.00	\$0.00	
PHA Wide	1499 MOD USED FOR DEVELOPMENT	1499		\$0.00	\$0.00	\$0.00	\$0.00	
	Subtotal			\$257,560.58	\$426,768.31	\$426,768.31	\$405,710.29	

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

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

FFY 2005 Illinois Capital Fund Bond Pool

Capital Funds Program: Housing Authority of Joliet (IL024)

3/15/2008

OMB Approval 2577-0157 (Exp. 3/31/2002)

Development Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
IL-004, 5, 6	Sprinkler System Installation							
(excluding 400 Bluff)	Sprinkler System Installation	1460	5 Bldgs	\$2,771,755.00	\$2,767,044.77	\$2,767,044.77	\$2,767,044.77	Complete
IL-005, 6	Security Improvements							
	Security Improvements - CCTV, cameras, lighting, card access system	1460	3 Bldgs	\$135,161.00	\$135,161.00	\$135,161.00	\$135,161.00	Complete
IL-004, 5, 6	Roof Ventilation Fans Upgrade							
(including 400 Bluff)	Roof Ventilation Fans Upgrade	1460	6 Bldgs	\$46,675.00	\$46,675.00	\$46,675.00	\$46,675.00	Complete
IL-004, 5, 6	Elevator Upgrades							
(including 400 Bluff)	Elevator Upgrades	1460	6 Bldgs	\$1,186,958.00	\$1,210,401.09	\$1,210,401.09	\$1,210,401.09	Complete
IL-003, 4	Window Replacement							
(Quads & Holmes Highrises, including 400 Bluff)	Window Replacement, AC Installation, Baseboard Heat Replacement, Mini-blind Installation	1460	10 Bldgs	\$1,067,018.00	\$1,067,018.00	\$1,067,018.00	\$1,067,018.00	Complete
IL-004	400 N. Bluff Street Improvements							
	Physical Improvements to 400 Bluff - Comprehensive Rehabilitation	1460	1 Bldgs	\$1,107,367.76	\$1,491,432.49	\$1,491,432.49	\$1,443,887.29	In Progress
IL-004	Trash Compactor Installation							
(including 400 Bluff)	Trash Compactor Installation	1460	3 Bldgs	\$0.00	\$0.00	\$0.00	\$0.00	To Be Addressed in Future
IL-005, 6	Mod of Existing Trash Compactors							
	Mod of Existing Trash Compactors	1460	3 Bldgs	\$0.00	\$0.00	\$0.00	\$0.00	To Be Addressed in Future
IL-004, 5, 6	Emergency Generators							
(including 400 Bluff)	Emergency Generators	1460	6 Bldgs	\$0.00	\$0.00	\$0.00	\$0.00	To Be Addressed in Future

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

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

FFY 2005 Illinois Capital Fund Bond Pool

Capital Funds Program: Housing Authority of Joliet (IL024)

3/15/2008

OMB Approval 2577-0157 (Exp. 3/31/2002)

Development Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
IL-006	Main Water Booster Pump Upgrade							
	Main Water Booster Pump Upgrade	1460	1 Bldgs	\$0.00	\$0.00	\$0.00	\$0.00	To Be Addressed in Future
IL-004, 5, 6	Jet Flush Plumbing Systems							
(including 400 Bluff)	Jet Flush Plumbing Systems (Soil Stack)	1460	6 Bldgs	\$0.00	\$0.00	\$0.00	\$0.00	To Be Addressed in Future
IL-004, 5, 6	Cabinet/Handrail/Showerstall Mod							
	Install Handrails in Hallways	1460	6 Bldgs	\$0.00	\$0.00	\$0.00	\$0.00	To Be Addressed in Future
	Shower Stall Improvements	1460	1 Bldg	\$0.00	\$0.00	\$0.00	\$0.00	To Be Addressed in Future
	New Kitchen Cabinets & Countertops	1460	6 Bldgs	\$0.00	\$0.00	\$0.00	\$0.00	To Be Addressed in Future
	Total 1460			\$6,314,934.76	\$6,717,732.35	\$6,717,732.35	\$6,670,187.15	
IL-005, 6	Parking Lot & Sidewalk Improvements							
	Parking Lot & Sidewalk Improvements	1450	2	\$201,675.00	\$201,675.00	\$201,675.00	\$201,675.00	Complete
	Total 1450			\$201,675.00	\$201,675.00	\$201,675.00	\$201,675.00	
Total Cost - All Developments				\$6,774,170.34	\$7,346,175.66	\$7,346,175.66	\$7,277,572.44	3/15/2008

Original

Revised

Obligated

Expended

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

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

Capital Fund Program: Proposed Loan Funds

Report as of 03/15/2008

Development Number / Name HA - Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)		
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)
PHA-Wide	6/30/2006	6/30/2006		9/30/2007	9/30/2007	
24-3	6/30/2006	6/30/2006		9/30/2007	9/30/2007	
24-4	6/30/2006	6/30/2006		9/30/2007		
24-5	6/30/2006	6/30/2006		9/30/2007	9/30/2007	
24-6	6/30/2006	6/30/2006		9/30/2007	9/30/2007	

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

(2) To be completed for the Performance and E

Signature of Executive Director and Date

Signature of Public Housing Director/Office of N

**Annual Statement /
Performance and Evaluation Report**

Part I: Summary
Capital Funds Program (CFP)

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

OMB Approval 2577-0157 (Exp. 3/31/2002)

HA Name	Capital Funds Project Number	FFY of Approval
HOUSING AUTHORITY OF JOLIET (IL06-P024)	IL06-P024-50107	7/1/2007

Original Annual Statement Reserve for Disasters/Emergencies
 Final Performance and Evaluation Report

Revised Annual Statement/Revision #1 - 3/15/2008
 Performance and Evaluation Report for Program Year Ending

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost (2)	
		Original	Revised	Obligated	Expended
1	Non-Capital Funds - Reimbursed for Land Cost - Reimbursed Pre-Development Costs	\$484,708.90	\$484,708.90	\$484,708.90	\$408,708.90
		\$381,898.46	\$381,898.46	\$381,898.46	\$381,898.46
2	1406 Operations	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00
3	1408 Management Improvements	\$45,000.00	\$81,913.60	\$81,913.60	\$81,913.60
4	1410 Administration	\$250,885.00	\$190,203.32	\$190,203.32	\$122,000.00
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	\$6,250.00	\$14,321.22	\$14,321.22	\$10,640.51
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	\$270,048.00	\$274,374.49	\$274,374.49	\$274,374.49
11	1465.1 Dwelling Equipment - Nonexpendable	\$0.00	\$27,025.00	\$27,025.00	\$27,025.00
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	\$500,782.36	\$508,965.55	\$508,965.55	\$508,965.55
15	1490 Replacement Reserve	\$0.00	\$0.00	\$0.00	\$0.00
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17	1495.1 Relocation Costs	\$30,000.00	\$6,162.18	\$6,162.18	\$6,162.18
18	1499 Mod Used for Development Activities	\$0.00	\$0.00	\$0.00	\$0.00
19	9001 Bond Debt Obligation	\$537,082.64	\$537,082.64	\$537,082.64	\$0.00
20	1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
21	Amount of CFFP Proceeds (Sum of lines 2 - 19)	\$2,040,048.00	\$2,040,048.00	\$2,040,048.00	\$1,431,081.33
22	Amount of line 21 Related to Abatement Activities	\$0.00	\$0.00	\$0.00	\$0.00
23	Amount of line 21 Related to Section 504 Compliance	\$0.00	\$27,025.00	\$27,025.00	\$27,025.00
24	Amount of line 21 Related to Security	\$0.00	\$0.00	\$0.00	\$0.00
25	Amount of line 21 Related to Energy Conservation Measures	\$0.00	\$0.00	\$0.00	\$0.00
26	Collateralization Expenses or Debt Service	\$537,082.64	\$535,482.64	\$535,482.64	\$0.00

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

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

Signature of Executive Director and Date

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

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

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

IL06-P024-50107
Housing Authority of Joliet

Capital Funds Program: IL06-P024-50107 Revision #1 3/15/2008

OMB Approval 2577-0157 (Exp. 3/31/2002)

Development Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Currently Revised	Funds Obligated (2)	Funds Expended (2)	
PHA Wide	1406 Operations	1406	1	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	Complete
PHA Wide	1408 Management Improvements	1408						
	Resident Initiative Staff Salaries		1	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	Complete
	Staff Training		1	\$0.00	\$339.00	\$339.00	\$339.00	Complete
	Development Planning Consultants		2	\$0.00	\$36,574.60	\$36,574.60	\$36,574.60	Complete
	Total Account 1408			\$45,000.00	\$81,913.60	\$81,913.60	\$81,913.60	
PHA Wide	1410 Administration	1410		\$250,885.00	\$190,203.32	\$190,203.32	\$122,000.00	In Progress
	1411 Audits	1411		\$0.00	\$0.00	\$0.00	\$0.00	
	1415 Liquidated Damages	1415		\$0.00	\$0.00	\$0.00	\$0.00	
PHA-Wide AMP 2	1430 Fees and Cost	1430						
	Misc. Fees & Costs			\$6,250.00	\$5,363.22	\$5,363.22	\$1,682.51	In Progress
	AMP 2 Pre-Demoition Environmental		1	\$0.00	\$8,958.00	\$8,958.00	\$8,958.00	Complete
	Total Account 1430			\$6,250.00	\$14,321.22	\$14,321.22	\$10,640.51	
	1440 SITE ACQUISITION	1440		\$0.00	\$0.00	\$0.00	\$0.00	
AMP 5	1460 Dwelling Structures	1460						
	Comprehensive Rehabilitation - 400 N. Bluff Street		1	\$270,048.00	\$274,374.49	\$274,374.49	\$274,374.49	Complete
	Total Account 1460			\$270,048.00	\$274,374.49	\$274,374.49	\$274,374.49	
	1465 Dwelling Equipment	1465						
AMP 5	400 N. Bluff Street Accessible Appliances	1465	45	\$0.00	\$27,025.00	\$27,025.00	\$27,025.00	Complete
	Total Account 1465			\$0.00	\$27,025.00	\$27,025.00	\$27,025.00	
	1485 DEMOLITION COSTS	1485						
AMP 2	Asbestos Abatement / Demolition of AMP 2 - 25 dwelling bldgs & 1 non-dwelling bldg	1485	26	\$500,782.36	\$508,965.55	\$508,965.55	\$508,965.55	Complete
	Total Account 1460			\$500,782.36	\$508,965.55	\$508,965.55	\$508,965.55	
	1495 RELOCATION COSTS	1495						
AMP 2	Relocation of Residents from AMP 2	1495		\$30,000.00	\$6,162.18	\$6,162.18	\$6,162.18	Complete
	Total Account 1495			\$30,000.00	\$6,162.18	\$6,162.18	\$6,162.18	
IL06-P024-004, 005, 006	Illinois Capital Fund Bond Pool - Debt Service (Automatic HUD Debit)	9001	1	\$537,082.64	\$537,082.64	\$537,082.64	\$0.00	In Progress
GRANT TOTAL				\$2,040,048.00	\$2,040,048.00	\$2,040,048.00	\$1,431,081.33	

2007 NON-Capital Funds

DESCRIPTION	ACCT	CONTRACT	BUDGET	OBLIGATED	EXPENDED	BALANCE	Comments
Asbestos Abatement prior to Demolition of Spring Bluff	1485	AMP 2	\$ 43,708.90	\$ 43,708.90	\$ 43,708.90	\$ -	Represents the pay-back of CFP funds for 27 / 51.08 acres purchased w/ CFP 6/1/2005 - See Note below.
Demolition of Spring Bluff Homes	1485	AMP 2	\$ 441,000.00	\$ 441,000.00	\$ 441,000.00	\$ -	
Reimbursement to CFP For Property	Total		\$ 484,708.90	\$ 484,708.90	\$ 484,708.90	\$ -	
Pre-Development Reimbursement							
Reimburse Operations for Pre-Dev Costs	-	Op	\$ 137,581.04	\$ 137,581.04	\$ 137,581.04	\$ -	Represents Proceeds from Liberty Meadow Estates, Phase I Closing for Pre-Development Costs
Reimburse Operations for FYE07 Admin Salary	1408/1 410	Op	\$ 116,920.96	\$ 116,920.96	\$ 116,920.96	\$ -	
Comprehensive Rehab of 400 N. Bluff	1460	AMP 5	\$ 127,396.46	\$ 127,396.46	\$ 127,396.46	\$ -	
Total Reimbursement At Phase I Closing			\$ 866,607.36	\$ 866,607.36	\$ 866,607.36	\$ -	

Please Note: Through its endeavor to develop additional affordable housing for the community and population served, the Housing Authority of Joliet, with HUD approval, purchased 51.08 acres of vacant land utilizing \$916,997.44 from Capital Fund Programs 50103, 50203, and 50104. July, 2007, while satisfying HUD's mixed-finance proposal requirements, it was brought to the parties involved in the development of "Liberty Meadow Estates, that the 22 ACC units it was proposing to mix into the 74-unit Phase I of the mixed-income development could not support the debt service necessary to the project. We have received HUD D.C. approval to utilize Project Based Vouchers. When deciding the project could not be completed with acc units, it was brought to the Authority's attention that the Capital Funds used to pay for the land must be paid back. 27 of the 51.08 acres will house Phase I which contains no acc units; so \$484,708.90 must be "paid back". As the relevant capital fund programs have been closed out, with the Field Office's approval, the Housing Authority of Joliet will record the obligation and expenditure of said funds on the 50107 P&E reports as "Non-Capital Funds".

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

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

Housing Authority of Joliet

Capital Fund Program: IL06-P024-50107

OMB Approval No. 2577-0157 (Exp. 3/31/2002)

Development Number / Name HA - Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
IL06-P024-004 John O. Holmes Complex	9/30/2008			9/30/2009			
PHA-Wide Management Improvement Activities; Operations Contribution; Administrative Salaries	9/30/2008			9/30/2009			
IL24-001, 002 & 003 Murray Downey Homes, Van Horn Homes, Spring Bluff (aka Poole Gardens)	9/30/2008			9/30/2009			
To be completed for the Performance and Evaluation Report or a Revised Annual Statement.				(2) To be completed for the Performance and Evaluation Report.			
Signature of Executive Director and Date				Signature of Public Housing Director/Office of Native American Programs Administrator and Date			

**Annual Statement /
Performance and Evaluation Report**

Part I: Summary
Capital Funds Program (CFP)

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

OMB Approval 2577-0157 (Exp. 3/31/2002)

HA Name	Capital Funds Project Number	FFY of Approval
HOUSING AUTHORITY OF JOLIET (IL06-P024)	IL06-P024-50106	7/1/2006

[] Original Annual Statement [] Reserve for Disasters/Emergencies [] Revised Annual Statement/Revision
 Final Performance and Evaluation Report - 02/27/2008 [] Performance and Evaluation Report for Program Year Ending

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost (2)	
		Original Revision #2	Revised (2)	Obligated	Expended
1	Non-Capital Funds	\$0.00	\$0.00	\$0.00	\$0.00
2	1406 Operations	\$412,908.00	\$412,908.00	\$412,908.00	\$412,908.00
3	1408 Management Improvements	\$409,621.15	\$409,621.15	\$409,621.15	\$409,621.15
4	1410 Administration	\$103,557.38	\$103,557.38	\$103,557.38	\$103,557.38
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	\$169,798.68	\$169,798.68	\$169,798.68	\$169,798.68
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	\$200,101.97	\$200,101.97	\$200,101.97	\$200,101.97
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	\$0.00	\$0.00	\$0.00	\$0.00
15	1490 Replacement Reserve	\$0.00	\$0.00	\$0.00	\$0.00
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17	1495.1 Relocation Costs	\$61,535.18	\$61,535.18	\$61,535.18	\$61,535.18
18	1499 Mod Used for Development Activities	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
19	9001 Bond Debt Obligation	\$535,482.64	\$535,482.64	\$535,482.64	\$535,482.64
20	1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
21	Amount of CFFP Proceeds (Sum of lines 2 - 19)	\$1,993,005.00	\$1,993,005.00	\$1,993,005.00	\$1,993,005.00
22	Amount of line 21 Related to Abatement Activities	\$4,429.70	\$4,429.70	\$4,429.70	\$4,429.70
23	Amount of line 21 Related to Section 504 Compliance	\$0.00	\$0.00	\$0.00	\$0.00
24	Amount of line 21 Related to Security	\$130,651.00	\$130,651.00	\$130,651.00	\$130,651.00
25	Amount of line 21 Related to Energy Conservation Measures	\$0.00	\$0.00	\$0.00	\$0.00
26	Collateralization Expenses or Debt Service	\$535,482.64	\$535,482.64	\$535,482.64	\$535,482.64

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

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

Signature of Executive Director and Date

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

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

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

IL06-P024-50106
Housing Authority of Joliet

Capital Funds Program: IL06-P024-50106 Final Draw - 02/27/2008

OMB Approval 2577-0157 (Exp. 3/31/2002)

Development Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original (Revision #2)	Currently Revised	Funds Obligated (2)	Funds Expended (2)	
PHA Wide	1406 Operations	1406	1	\$412,908.00	\$412,908.00	\$412,908.00	\$412,908.00	Complete
PHA Wide	1408 Management Improvements	1408						
	Resident Initiative Staff Salaries (In Error) Relocation Services		1	\$34,864.05	\$34,864.05	\$34,864.05	\$34,864.05	Complete
	SLF Management Consultants		1	\$32,057.51	\$32,057.51	\$32,057.51	\$32,057.51	Complete
	Liberty Meadow Estates Planning Costs		2	\$211,863.59	\$211,863.59	\$211,863.59	\$211,863.59	Complete
	Video Surveillance System		2	\$130,651.00	\$130,651.00	\$130,651.00	\$130,651.00	Complete
	Total Account 1408				\$409,621.15	\$409,621.15	\$409,621.15	\$409,621.15
PHA Wide	1410 Administration	1410		\$103,557.38	\$103,557.38	\$103,557.38	\$103,557.38	Complete
PHA Wide	1411 Audits	1411		\$0.00	\$0.00	\$0.00	\$0.00	
PHA Wide	1415 Liquidated Damages	1415		\$0.00	\$0.00	\$0.00	\$0.00	
	1430 Fees and Cost	1430						
	Misc. Fees & Costs			\$794.57	\$794.57	\$794.57	\$794.57	Complete
IL06-P024-004	24-003 Poole Gardens A&E Fees		3	\$137,461.00	\$137,461.00	\$137,461.00	\$137,461.00	Complete
	Supportive Living Consultant/Comprehensive Rehab A&E Services - 400 N. Bluff		2	\$31,543.11	\$31,543.11	\$31,543.11	\$31,543.11	Complete
	Total Account 1430			\$169,798.68	\$169,798.68	\$169,798.68	\$169,798.68	
PHA Wide	1440 SITE ACQUISITION	1440		\$0.00	\$0.00	\$0.00	\$0.00	
IL06-P024-004	1460 Dwelling Structures	1460						
	Comprehensive Rehabilitation - 400 N. Bluff Street		1	\$200,101.97	\$200,101.97	\$200,101.97	\$200,101.97	Complete
	Total Account 1460			\$200,101.97	\$200,101.97	\$200,101.97	\$200,101.97	
PHA Wide	1485 DEMOLITION COSTS	1485	106	\$0.00	\$0.00	\$0.00	\$0.00	Complete
IL06-P024-004	1495 RELOCATION COSTS	1495		\$61,535.18	\$61,535.18	\$61,535.18	\$61,535.18	Complete
IL06-P024-003	1499 MOD USED FOR DEVELOPMENT	1499						
	Development Team fees/costs		4	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	Complete
	Total Account 1499			\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	
IL06-P024-004, 005, 006	Illinois Capital Fund Bond Pool - Debt Service (Automatic HUD Debit)	9001	1	\$535,482.64	\$535,482.64	\$535,482.64	\$535,482.64	Complete
	GRANT TOTAL			\$1,993,005.00	\$1,993,005.00	\$1,993,005.00	\$1,993,005.00	

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

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

Housing Authority of Joliet

Capital Fund Program: IL06-P024-50106

OMB Approval No. 2577-0157 (Exp. 3/31/2002)

Development Number / Name HA - Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
IL06-P024-004 John O. Holmes Complex	9/30/2008			9/30/2009			
PHA-Wide Management Improvement Activities; Operations Contribution; Administrative Salaries	9/30/2008			9/30/2009			
IL24-001, 002 & 003 Murray Downey Homes, Van Horn Homes, Spring Bluff (aka Poole Gardens)	9/30/2008			9/30/2009			

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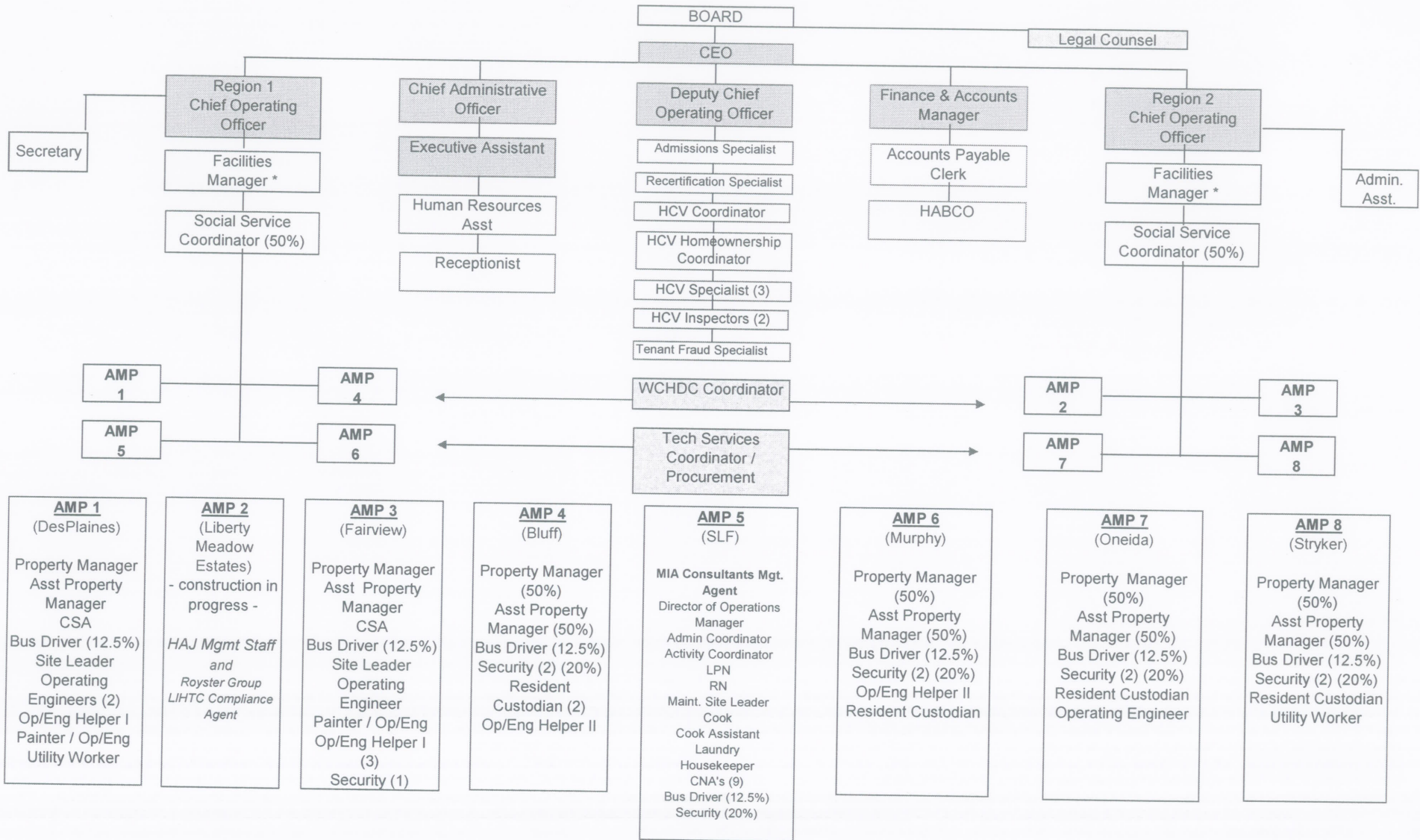
Signature of Executive Director and Date

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

HOUSING AUTHORITY OF JOLIET

IL06-P024

Housing Authority of Joliet
Organizational Chart



HOUSING AUTHORITY OF JOLIET

IL06-P024

Most Recent Board-Approved Operating Budget

REAC HUD			PUBLIC HOUSING												
Line	Acct.	Units	162	0	168	125	45	139	173	177	999	1039			
No.	No.	Description	AMP 1	AMP 2	AMP 3	AMP 4	AMP 5	AMP 6	AMP 7	AMP 8	PH Project Totals	Voucher	Teen Reach	Cost Center	Consolidated
Revenues															
4520		Payments in Lieu of Taxes	20,762	-	5,905	23,687	-	18,323	37,694	38,494	144,864	-	-	-	144,864
4530		Terminal Leave Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
4570		Collection Losses	27,712	-	81,153	17,265	-	33,756	4,184	9,407	173,477	-	-	-	173,477
4580		Interest	-	-	-	-	-	15,112	12,113	30,456	57,681	-	-	-	57,681
4590		Other General Expenses	-	-	-	-	-	-	-	-	-	-	-	1,000	1,000
Total		General Expense	127,468	8,176	174,476	71,981	29,670	109,889	90,728	115,770	727,957	16,442	-	8,623	753,022
Total		Operating Expenditures	1,397,737	80,895	1,564,466	659,832	1,023,925	829,099	866,561	915,228	7,337,542	743,710	-	844,712	8,925,965
Nonoperating Expenditures:															
4610		Extraordinary Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
972		Casualty losses	-	-	-	-	-	-	-	-	-	-	-	-	-
973	4715	HAP Payments	-	-	-	-	-	-	-	-	-	7,991,700	-	-	7,991,700
		Debt payments	-	-	-	-	-	29,276	23,466	59,000	111,742	-	-	-	111,742
		Capital expenditures - operations	-	-	-	-	-	-	-	-	-	-	-	-	-
		Capital expenditures - capital funds	-	600,782	-	-	150,000	-	-	-	750,782	-	-	-	750,782
		Debt Service - Capital Funds	18,560	-	-	134,354	121,708	85,923	84,840	85,632	531,017	-	-	6,066	537,083
Total		Nonoperating Expenditures	18,560	600,782	-	134,354	271,708	115,199	108,306	144,632	1,393,541	7,991,700	-	6,066	9,391,307
Total		Total Expenditures	1,416,297	681,477	1,564,466	794,186	1,295,633	944,298	974,867	1,059,860	8,731,083	8,735,410	-	850,778	18,317,272
		Net profit (loss) before PPA and depreciation	(292,001)	43,709	(172,315)	89,188	189,085	17,099	240,667	260,190	375,623	20,878	-	400,428	796,930
1104	6010	Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-
974	4800	Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-
		Net Profit(loss)	(292,001)	43,709	(172,315)	89,188	189,085	17,099	240,667	260,190	375,623	20,878	-	400,428	796,930

check

375,623
(189,085)


186,538

796,930

HOUSING AUTHORITY OF JOLIET

IL06-P024

Agency Resident Satisfaction Survey Follow-Up Plan

	RESIDENT ASSESSMENT	REAC Home	HUD Home	Contact Us
Real Estate Assessment Center <small>"Assessments Today for Better Housing Tomorrow"</small>				
Secure Systems	Certification Status	Additional Help	User Guidance	

PHA MAIN - ASSESSMENT YEAR 2008

Welcome.....

IL024 - HOUSING AUTHORITY OF JOLIET OMB PAPERWORK REDUCTION ACT APPROVAL

Attention: IL024 is not included in the 6/30/2008 assessment and is not required to complete the steps below for the current assessment.

STEP 1

To view your uncertified unit address information, single click on the link below.

Unit Address & Language **Do Not Survey - Accepted Prior Score** ?

STEP 2

To download a media packet, single click any of the links below.

Media Packet ? **Newsletter Example Flyer**

STEP 3

To edit your uncertified implementation plan, single click on the link below.

Implementation Plan **Do Not Survey - Accepted Prior Score** ?

To view an electronic version of the survey that will be sent to your residents for the current fiscal year, single click on the View Current Survey link below. You will be directed to the RASS Home page where copies of the survey are available in the 'helpful tools' section.

View Current Survey

To go to the User Guidance screen, where you can find guidance on the RASS Survey process, single click on the User Guidance link below.

User Guidance

[REAC Home](#) | [HUD Home](#)

[?](#) Additional Help

For Comments or Questions click here for the [REAC Technical Assistance Center](#)

If you experienced difficulties with screen accessibility, please call (888) 245-4860, or e-

Housing Authority of Joliet Resident Satisfaction Survey – FY2006 Follow Up Plan

BACKGROUND INFORMATION

As part of the FY2006 Public Housing Assessment System (PHAS) evaluation of the Housing Authority of Joliet, the U.S. Department of Housing and Urban Development (HUD) randomly selected 351 Housing Authority of Joliet resident households to receive the Resident Service and Satisfaction Survey (RASS). Of the HUD random sample, 120 resident households (37%) returned the survey to the Real Estate Assessment Center (REAC) for scoring purposes. The survey assisted HUD in determining resident perception of the Housing Authority in five operational areas:

	<u>PHA Results</u>	<u>National Results</u>
Maintenance and Repair	90.1%	86.9%
Communication	74.7%	73.8%
Safety	67.7%	77.9%
Resident Services	95.2%	90.9%
Neighborhood Appearance	71.7%	75.0%

Pursuant to a HUD PHAS program requirement to prepare a follow-up plan for categories that receive a score below 75.0%, the Housing Authority of Joliet has prepared a follow-up plan for the categories of Communication (74.7%), Safety (67.7%), and Neighborhood Appearance (71.7%) for inclusion into the FY2007 Agency Plan. The following narrative outlines the current programs and services the Housing Authority of Joliet has in place that addresses the concerns highlighted within the FY2006 Resident Service and Satisfaction Survey.

It is the Housing Authority of Joliet's goal to provide residents with affordable housing that is considered safe, decent, and sanitary. To ensure this concept, the Housing Authority of Joliet has been active in the identification of programs, professional partnerships and community resources to assist in providing residents with a quality living environment. With the assumption of continued funding streams, the Housing Authority of Joliet is committed to expanding the programs contained within this follow-up plan.

COMMUNICATION

This category's score (74.7%) exceeds that of the national average (73.8%). The results were influenced by the negative responses to four questions posed within the survey:

1. Do you think management provides you with information about maintenance and repair (for example, water shut-off, boiler shutdown, modernization activities)? -23.4% avg
2. Do you think management is responsive to your questions and concerns? -21.5% avg
3. Do you think management is courteous and professional with you? -19.5% avg
4. Do you think management is supportive of your resident/tenant organization? -13.7% avg

th regard to question one, those surveyed from family (general occupancy) housing developments responded much more negatively than from elderly/disabled occupied housing developments (-33.0% to -44.4% vs. -10.0 to -11.7%). To address this concern, the Housing authority of Joliet offers the following:

Management-Resident Communication: Service Interruptions

If the Housing Authority of Joliet is notified in advance of any planned water shutoffs by the City of Joliet or electricity interruptions by Commonwealth Edison, a written notice is provided to residents of the affected housing development at least 24 hours in advance of the anticipated water shutoff period. With regard to Housing Authority of Joliet initiated service interruptions, i.e. boiler, electricity, water, and elevator shutdowns etc., a written notice is provided to residents of the affected housing development at least 24 hours in advance of the anticipated shutdown period.

Management-Resident Communication: Modernization Activities etc.

The Housing Authority of Joliet does provide residents with advance written notice regarding meetings, hearings, and public forums pertaining to the Capital Fund Program, Illinois Department of Human Services Teen REACH Program, social service programs, grant program applications, etc. well in advance of the scheduled event meeting(s) or the due date of any written comment period. Since Summer 2001, the Housing Authority of Joliet's Housing Management Division has published a monthly newsletter and a community calendar for distribution to every public housing program resident. The newsletter, specially designed for each housing development, contains the dates and times of regularly scheduled Housing Authority events and meetings; articles of interest for the season or month; identification of resident programs available within the community; agency policies/procedures that are being implemented and/or revised; and information regarding personal safety, budgeting, healthcare, etc. This practice shall continue throughout FY2007.

th regard to question two, residents from all housing developments responded equally in a negative manner (-17.8% to -24.2%). To address this concern, the Housing Authority of Joliet offers the following:

Management-Resident Communication: Responsive to Questions and Concerns

As a practice that will continue through FY2007, property managers are holding monthly on-site late-afternoon and/or early evening hour resident meetings. Property managers continually address issues related to dwelling lease compliance, litter and trash, vehicle parking and ownership policies, social service programs and community needs, resident responsibilities, pest extermination, pet policies, dwelling unit housekeeping inspections, reported noise violations, garbage/trash pick-up policies and procedures, personal safety and security, and dwelling unit or common grounds maintenance. Residents electing to attend the monthly meetings are provided with several opportunities to voice their concerns and address other issues they consider important to their household and/or housing development. All meeting dates are published within the monthly newsletter and

on the family site's community center lighted marquee for all residents to see in advance of the meeting date.

Additionally, on a monthly basis, the Public Housing Department holds a meeting with active Resident Council members. The purpose of this meeting is to listen to resident concerns and complaints and to provide immediate feedback to the Resident Council and the resident population with current and up-to-date information regarding the operation of the Housing Authority. The departments of Public Housing, Maintenance, Social Services, and Modernization attend this monthly meeting. It should be noted that Resident Council members from housing development IL24-001, IL24-002 and IL24-004 rarely attend the monthly meetings.

In December 2006, the Housing Authority will begin distributing exit surveys to residents who are opting to relocate/move-out of their assisted unit. The survey will question the reasons for the departure and measure the responsiveness and courtesy of management and maintenance personnel at each housing development and the main office. The exit survey will be utilized to determine where and why problems exist at particular housing developments so that management may address the needs of remaining residents and prevent future move-outs due to non-responsiveness on behalf of management/maintenance.

With regard to question three, a greater number of family (general occupancy) housing development residents felt that management was not courteous and/or professional with them. To address this concern, the Housing Authority of Joliet offers the following:

In January or February 2007, the Housing Authority will conduct an in-house training seminar with its Maintenance and Management staff regarding professional communication with residents and increased attention to customer service. The seminar, created by assisted housing industry leader Nan McKay and Associates, will provide employees with practical examples, exercises and self-assessment tools that will focus each employee on their own customer service and communication needs. The seminar is expected to increase employee awareness of how their behavior and communication skills impact the overall operation of the agency. The concepts associated with this seminar will then be incorporated into a customer service policy and cited within the Public Housing Program's ACOP.

With regard to question four, the Housing Authority of Joliet and its staff are extremely supportive of each housing development's Resident Council. Housing Authority administrators, property managers, and social service staff work closely together with Resident Councils to offer support and guidance and reassurance. To demonstrate support of resident organizations, the Housing Authority:

1. Provides a \$1,500 annual budget authority to each active and registered housing development Resident Council. Resident Councils are required to spend the funds on site activities such as the implementation of youth and/or adult community parties, picnics, and dinners; Resident Council and resident population training; seed money to support a resident operated store/business for the use of housing development residents; refreshments for regularly scheduled Resident Council meetings; etc.

2. Provides resident organizations with agency staff to assist in establishing an active Resident Council; writing and adoption of current by-laws; and technical assistance in preparing budgets to expend the Resident Council's annual \$1,500 budget authority and the annual HUD Resident Participation Fund set-aside.
3. Assists in scheduling and providing access to training opportunities for Resident Council officers. National resident organization conferences are regularly identified and at times partially subsidized by the Housing Authority so that resident officers may obtain the latest information regarding job training, strategic planning, meeting the needs of elderly residents, resident businesses, youth activities, entrepreneurial activities, insurance and retirement planning, homeownership opportunities, credit repair, and obtain first hand knowledge of the current state of public and assisted housing programs.
4. Provides a half-day seminar for new and returning Resident Council members to discuss the budget process and expenditure requirements associated with the FY2006 HUD Resident Participation Fund. This agency seminar is repeated annually each calendar year.
5. Provides flyers to Resident Councils that detail upcoming modernization projects prior to their start date at a particular housing development, so that Resident Councils are aware of the activity and may relay the information back to their resident population. The flyers offer a detailed description of the work to be performed as well as any specific instructions or information regarding how residents might be affected by the project.

SAFETY

This category's score (67.7%) reflects resident dissatisfaction with regard to their personal safety as a resident of the Housing Authority of Joliet. In most responses, the Housing Authority has been cited as a concern, "especially with the national average at (77.9%). Residents residing within the general occupancy housing developments of IL24-001, 002 and 003 viewed safety as a major concern within their unit, building, and parking lot areas. Bad exterior lighting, housing development location, resident attitude, police presence/response time, poor applicant screening, increased vacancies at their housing development, and ineffective management action against individuals who violate the dwelling lease agreement were reasons cited as contributing to crime in their housing developments.

Residents residing within the mixed-population occupancy housing development of IL24-004, 4-005 and 006 viewed safety as a concern within their unit, building, and parking lot areas. Bad exterior lighting, resident attitude, poor applicant screening and ineffective management action against individuals who violate the dwelling lease agreement were reasons cited as contributing to crime at their housing developments. Residents of IL24-004 also included their housing development's location as a major reason for crime occurring at their housing development.

address these concerns, the Housing Authority of Joliet offers the following:

Safety: Unit, Building, Parking Lot Areas (General Occupancy Housing Developments)

Originally anticipated for installation in early Spring 2006, the Housing Authority will finally begin the installation of mobile cameras within the general occupancy housing development of IL24-003 (Fairview Homes) within the month of December 2006.

Multiple bullet and vandalism proof cameras will be mounted to light/telephone poles to wirelessly transmit and record, in real time, suspicious activity that is occurring at the property. The cameras can be operated by a mobile station (from a police car) or from a central location such as a 911 emergency center or the Housing Authority's own Administrative Office. Use of the cameras will assist management in identifying drug dealing locations, individuals and households that are involved in illegal activities, and assist in preventing other crimes and lease violations that occur on the common grounds of the properties.

Installation of the cameras was originally anticipated at IL24-001, 002 and 003 (Poole Garden Homes). However, with pending demolition and redevelopment of IL24-003 (Poole Garden Homes) and decreased major crimes occurring at IL24-001 and 002, the Housing Authority will only be installing the cameras at IL24-003 (Fairview Homes). The estimated cost of the camera system is \$130,000. All cameras are able to be easily dismantled and remounted in alternate locations when the focus area experiences a decrease in criminal activities.

The installation of the cameras at the housing development of IL24-003 (Fairview Homes) will allow management staff to monitor some, but not all, parking lot areas of the housing development.

Safety: Unit, Building, Parking Lot Areas (Mixed Population Housing Developments)

In FY2001 and throughout FY2005, the mixed-population housing developments of IL24-004, 005, and 006 were equipped with keyless security entrance systems and high-definition video monitor systems. The installation of these systems has dramatically decreased illegal entry into highrise buildings and is acting as a deterrent to crime. Whenever a building front door cardkey is lost or misplaced by a resident or if a resident's guest who is in possession of a cardkey abuses the housing development's visitation policy or causes a disruption, the cardkey is immediately deprogrammed through an off-site computer system and is no longer able to activate any building entrance door. Deactivation prohibits entry to anyone in possession of the inactive keycard and prevents the passing of an actual door key around to individuals who are seeking overnight shelter or looking to commit a crime with the building.

The installation of high-definition video monitoring systems and a telephone connection allows residents to see a full color and "non-fuzzy" image on their television of any individual that is attempting to contact their unit for building access. The telephone connection allows an individual to speak with the individual at the building's front door and to clearly hear a non-muffled voice prior to determining if the individual should be let into their building. The system also assists property managers in identifying a resident

who is allowing unauthorized guests into the building and it assists the local police in identifying trespassers or those who enter the building with the intent of committing a crime.

The installation of exterior cameras at the housing development of IL24-004, 005 and 006 also allows management staff to monitor building entrances and parking lot areas.

Safety: Bad Exterior Lighting

Housing Authority of Joliet staff and City of Joliet Police Officers assigned to the various housing developments regularly report malfunctioning, missing or damaged exterior light fixtures and poles to the Housing Authority's Maintenance Department for repair and/or replacement. Exterior lights owned by the Housing Authority are required to be replaced or repaired within a 72-hour period. If an exterior light belongs to Commonwealth Edison, the timeframe associated with repair or replacement is not under the Housing Authority's control. Currently, all exterior lighting has been upgraded and is fully functional at each housing development.

Commonwealth Edison has tagged each light pole with numbers so that residents, staff, and local police officers will be able to call in the exact location of a problem exterior light. Housing Authority of Joliet residents are regularly reminded to report any malfunctioning, missing or damaged exterior light fixtures and/or poles to the Housing Authority's Maintenance Department for immediate repair and/or replacement. This message is relayed to residents of each housing development at the regular monthly property manager meeting, especially in Fall and Winter as it becomes darker for longer periods of time in the evenings and early morning hours.

Safety: Housing Development Location

Housing developments IL24-001, 002, and the property of Poole Garden Homes of IL24-003 are in the early planning phases to undergo complete demolition and reconstruction as mixed income properties. Property redevelopment for IL24-003 (Poole Garden Homes) is scheduled to begin in early 2007, as soon as demolition has been approved of by HUD and all funding resources have been confirmed and secured. The Housing Authority is looking to combine Federal, State and municipal funding sources and the process does take time to secure. No major redevelopment activities of these areas are anticipated.

Housing Development IL24-004 and IL24-005 are located adjacent to and near Evergreen Terrace, a troubled project based Section 8 property that is not operated by the Housing Authority of Joliet. Despite the hiring of 3 security guards, anti-social problems do continue to spill over into the housing developments causing minor problems within the buildings but major problems in and with regard to public perception of crime within the two public housing developments. Higher unit leasing periods continue at both sites and area residents consider the properties to be part of the Evergreen Terrace development. The Housing Authority has regularly issued public comment that the Evergreen Terrace development is not part of the Housing Authority of Joliet and that the majority of problems occur at Evergreen Terrace not at IL24-004 or 005.

Aside from updating the property to increase its marketability, i.e. new energy efficient windows (2006), increased parking areas, increased exterior lighting, new kitchen appliances, air conditioning (2006), and new elevators (2006), no major redevelopment activities or relocation of resident from these properties is anticipated.

As previously stated, the Housing Authority of Joliet provides on-site security at highrise housing developments through three (3) Security Guards. The guards primarily work weekday after-business hours and late evening/early morning hours during the weekend. The guards respond to anti-social activities occurring on the sites, enforce visitation and vehicle parking policies, and testify at hearings and court proceedings. Security Guards have established a solid working relationship with City of Joliet Police Officers who patrol and respond to disturbances at the highrise housing developments.

Safety: Resident Attitude

All housing developments indicated that resident attitude (not caring) is a major reason for crime at the property. This issue is extremely difficult to overcome. The Public Housing staff continually demonstrates a commitment to work with problem residents if the problem is a minor lease violation. However, staff will aggressively initiate and pursue the termination of tenancy if the offense is a major lease violation that is of a reoccurring nature or related to drugs, weapons or extreme anti-social behavior. Additionally, property management and social service staff is on-site to assist the Resident Councils in addressing problem issues as they arise and to help plan positive community events.

Safety: Police Presence/Response Time

On December 31, 2005, the Housing Authority of Joliet had to discontinue its longstanding relationship with the City of Joliet to provide Neighborhood Oriented Police Officers to patrol the general occupancy (family) housing developments of IL24-001, 002, and 003. The relationship was terminated due to a major decrease in Federal government funding that was anticipated to negatively affect housing authorities nationwide; simply stated, there was no additional or residual funding to support continued full-time employment of Neighborhood Oriented Police Officers.

As a result of having to discontinue the Neighborhood Oriented Police Program, the Housing Authority of Joliet rewrote the agency's property bar policy and tightened control over who is allowed to be on agency property. The Housing Authority also contracted with the City of Joliet to provide off duty Police Officers to work limited shifts and hours at the Poole Garden and Fairview Homes housing developments, predominately mid and late evening hours during high crime weekdays and on weekends. Officers are generally working Mondays, Wednesdays, Thursdays, Fridays, and Saturdays.

Another crime prevention program in place at the Housing Authority is the use of an innovative HUD program option that allows the set aside of rental units within particular housing developments that may be leased at a below-market value to current and in good-standing Police Officers. Through the program, the Housing Authority may offer below-market rents to Police Officers who agree to (1) make the public housing unit their

primary residence and (2) meet with the housing development's residents on a regular monthly basis to discuss crime activities on or near the property and/or personal safety issues. Currently the Housing Authority offers this program option to Police Officers who are interested in residing at housing developments IL24-004 and 005. In return for leasing a below-market rate unit with the Housing Authority, Police Officers agree to periodically patrol their building's hallways, stairwells, and parking lot areas, and provide a visible presence within the low-income community by parking an assigned squad car in a designated location on the property. Residents of both sites have responded favorably when officers are in residence and have stated they "feel safer" when they are around the buildings.

Safety: Poor Applicant Screening and Ineffective Management Action

The Housing Authority of Joliet maintains a very comprehensive applicant screening process for the public housing program. All applicants are screened for social desirability (criminal history), prior landlord/rental unit history, rent payment ability, and housekeeping standards. The agency has one of the toughest criminal history screening processes within the State of Illinois. The Housing Authority automatically rejects an applicant if they have committed a felony or misdemeanor drug-related criminal offense or a felony anti-social offense within the past 7 years (rejection time period begins from the date of conviction or penal system release, whichever event occurred last) and will reject an applicant if they have a pattern of arrests and/or convictions. Additionally, applicants who are known sex offenders or who manufactured methamphetamine within assisted housing are rejected for life.

To combat the persistent perception of not screening applicants, throughout FY2007 the Housing Authority's Public Housing staff shall discuss screening criteria and limitations throughout the year at each of its monthly Liaison meetings and Manager-Resident Council meetings. Articles will also be published throughout FY2007 in the Housing Authority's newsletter regarding applicant screening and admission criteria.

The Housing Authority of Joliet has had several One Strike-Zero Tolerance Policy cases referred to the State of Illinois Appellate Court to demand court enforcement of the One Strike-Zero Tolerance Policy within the Will County court system. In all instances, the Appellate Court has either overturned the lower court decision or has remanded it back to the lower court with the explicit instruction to follow the law and/or not interpret the law or lease language. This filing of briefs to the Appellate Court does extend the cases out over several months and many tenants who are watching it unfold interpret this delay as a win for those that are causing problems on agency property. Better communication between staff and residents will occur in FY2007.

NEIGHBORHOOD APPEARANCE

Residents' category's score (71.7%) reflects resident dissatisfaction with regard to the neighborhood appearance of their housing development. The national average response was 75.0%. Residents residing within the general occupancy housing developments of IL24-001, 002, and 003 viewed neighborhood appearance as a major concern in all rated areas requiring upkeep: interior and exterior common areas, parking lot areas, and recreational facilities. Additionally, residents of these housing developments saw broken glass, graffiti, noise, indoor rodents/insects, and trash/litter as problems occurring at their housing developments.

Similarly, residents within the mixed-population occupancy housing development of IL24-004 viewed neighborhood appearance as a major concern in all rated areas requiring upkeep: interior and exterior common areas, parking lot areas, and recreational facilities. Additionally, residents of this housing development saw noise as a problem occurring at their housing development.

Residents of the mixed-population occupancy housing developments of IL24-005 and 006 likewise viewed neighborhood appearance as a major concern as it related to interior common areas. They also viewed noise as a problem occurring at their housing development.

To address this concern, the Housing Authority of Joliet offers the following:

Neighborhood Appearance: Interior and Exterior Common Areas

The Housing Authority of Joliet contracts with a local lawn maintenance service to provide lawn care services at the housing developments of IL24-001, 002, 003, and 004. The service provides regularly scheduled mowing, weed control, edging, turf fertilization, and seasonal aeration. Use of the lawn maintenance service increases each housing development's curb appeal.

It is the responsibility of all Maintenance Department Live-in Custodians/Site Leaders to routinely inspect all common areas i.e. hallways, stairways, exterior grounds and walkways, to ensure cleanliness and good condition. The Technical Services Division added a quality control measure to ensure that all common areas are maintained in good and clean condition.

Property redevelopment for IL24-003 (Poole Garden Homes) is scheduled to begin in early 2007, as soon as demolition has been approved of by HUD and all funding resources have been confirmed and secured. The Housing Authority is looking to combine Federal, State and municipal funding sources and the process does take time to secure. No major redevelopment activities of these areas are anticipated. Any building exterior or interior improvements needed at this housing development will therefore be of a cosmetic and temporary nature and will be completed in house by the Housing Authority of Joliet's Maintenance Department.

Trash and debris removal from general common areas is a daily assignment for the Maintenance Department.

Neighborhood Appearance: Parking Lot Areas

In calendar year 2000, the parking lot area within the general occupancy housing development of Des Plaines Gardens Homes (IL24-001, 002, and 003) was totally resurfaced and re-stripped.

In calendar year 2002, the parking lot area within the mixed population housing development of the John O. Holmes Complex (IL24-004) was completely resurfaced, re-stripped, and additional parking space was created for residents, guests, and service providers.

In calendar year 2005, the parking lot area within the mixed population housing developments of the John C. Murphy Building, John Kennedy Terrace, and Adlai Stevenson Gardens (IL24-005 and 006) completely resurfaced, re-stripped, and additional parking space was created for residents, guests, and service providers.

Trash and debris removal from parking lot areas is a daily assignment for the Maintenance Department.

Neighborhood Appearance: Recreation Facilities

The Housing Authority provides on-site computer labs at all public housing developments. Additional community facility space is needed at all three general occupancy housing developments (IL24-001, 002 and 003), however modernization funding is not available to support the expansion of any community facility based on the prioritized modernization needs associated with the other housing developments. However, with major redevelopment pending at the housing developments of IL24-001, 002 and 003, all community center facilities will be rebuilt and expanded for resident use.

The mixed population housing development of the John O. Holmes Complex (IL24-004) rated this area of concern but is limited in land use. The Resident Council has been informed several times to make greater use of three community centers within the three highrise buildings for conducting recreational activities. The Housing Authority has made a large space available to the Resident Council as an office space to conduct planning activities. The Resident Council has purchased exterior park benches, umbrella tables and chairs, exterior cooking grills and bicycle racks for resident use. The Housing Authority's Maintenance Department and the Resident Council have also planted trees, shrubs and annuals to beautify the property. The Housing Authority is uncertain as to why this area rated so poorly with the Resident Survey from this housing development.

Neighborhood Appearance: Broken Glass, Graffiti and Trash/Litter

Residents residing within the general occupancy housing developments of IL24-001, 002, and 003 identified broken glass, graffiti, and trash/litter as a major problem associated with neighborhood appearance. The Housing Authority of Joliet's Maintenance Department routinely devotes one hour at the beginning of each workday to walk each property to remove broken glass and trash/litter from the ground areas. Any area that is identified as having received graffiti is identified and a work order is filed to have the

graffiti removed immediately (weather conditions may effect its scheduled removal). Any graffiti that is of a threatening nature is immediately eradicated by painting over with eventual sandblast/chemical removal occurring at a later date (weather conditions may effect its scheduled removal).

Residents who are found to experience a continued pattern of broken glass, graffiti, and/or trash/litter gathering in their immediate yard area are questioned, counseled and advised to identify the individuals that are causing the problem or they are advised to comply with the dwelling lease agreement. Continued non-compliance by the household is grounds for dwelling lease agreement termination. Maintenance charges to the household's account may also apply.

Neighborhood Appearance: Noise

Residents residing within all housing developments identified noise as a major problem associated with neighborhood appearance.

All tenants and guests are advised to limit noise between the hours of 10:00pm and 7:00am. Noise must not be heard outside of the dwelling unit during this time period. Any violation that is reported is referred to the property manager for immediate follow-up with the household. Counseling and a one year probation period is generally the first step taken with a household involved in a noise violation. Continued non-compliance by the household is grounds for dwelling lease agreement termination.

On December 31, 2005, the Housing Authority of Joliet discontinued its long-standing relationship with the City of Joliet to provide Neighborhood Oriented Police Officers to patrol the general occupancy (family) housing developments of IL24-001, 002, and 003. The relationship was terminated due to a major decrease in Federal government funding that was anticipated to negatively affect housing authorities nationwide; simply stated, there was no additional or residual funding to support continued full-time employment of Neighborhood Oriented Police Officers.

As a result of having to discontinue the Neighborhood Oriented Police Program, the Housing Authority of Joliet rewrote the agency's property bar policy and tightened control over who is allowed to be on agency property. The Housing Authority also contracted with the City of Joliet to provide off duty Police Officers to work limited shifts and hours at the Poole Garden and Fairview Homes housing developments, predominately mid and late evening hours during high crime weekdays and on weekends. Officers are generally working Mondays, Wednesdays, Thursdays, Fridays, and Saturdays.

As previously stated, the Housing Authority of Joliet provides on-site security at highrise housing developments through three (3) Security Guards. The guards primarily work weekday after-business hours and late evening/early morning hours during the weekend. The guards respond to anti-social activities occurring on the sites, enforce visitation and vehicle parking policies, and testify at hearings and court proceedings. Security Guards and City of Joliet Police Officers respond to noise and other disturbances at the highrise housing developments.

Due to the proximity of mixed population housing development of IL24-004 to the Section 8 project based housing development of Evergreen Terrace, noise complaints do occur but on a limited basis.

With regard to housing developments IL24-004, 005 and 006, more often than not, noise complaints stem from within the housing development when neighbors who are hard of hearing have their television or stereo turned up too loud or a party/gathering becomes too loud. Most noise disturbances occur in the evenings and security staff generally quells the problem and if necessary, contact the City of Joliet's Police Department for assistance. Noise violations are referred to the property manager for immediate follow-up with the household. Counseling and a one year probation period is generally the first step taken with a household involved in a noise violation. Continued non-compliance by the household is grounds for dwelling lease agreement termination.

Neighborhood Appearance: Indoor Rodents/Insects

Residents residing within the general occupancy housing developments of IL24-001, 002 and 003 identified indoor rodents and insects as a major problem associated with neighborhood appearance.

Pest extermination is a top priority within the Housing Authority of Joliet. All resident are required within the dwelling lease agreement to maintain the dwelling unit in a sanitary manner. Property managers conduct housekeeping inspections on a quarterly basis. Continued citation by the property manager for housekeeping violations is grounds for lease termination. This inspection practice helps reduce pest problems within assisted units. The Housing Authority has been highly successful in evicting non-complaint households due to the health and safety problem it poses for other residents.

Pest control services are contracted with a professional exterminating company. Existing resident dwelling units are exterminated monthly. All new resident households are pre-scheduled at lease execution to receive an immediate extermination service once all of their possessions have been relocated to the public housing address. This practice eliminates the potential of a new resident bringing in pests and causing an infestation of a dwelling unit or building prior to the next regularly scheduled dwelling unit/building extermination. Additionally, all units that undergo modernization are exterminated prior to and immediately after occupancy as a preventative infestation measure.

Resident and staff feedback regarding the current extermination contractor has been very good. The Housing Authority is uncertain as to why this area rated so poorly in the Resident Survey. Often residents have expressed that unless they see their dwelling unit has been bombed or that a significant spray within the dwelling unit is completed, that the contractor has inadequately protected their unit. This is not the case with extermination. This has been discussed with Resident Councils, residents, and others expressing concerns. It will obviously continue to be a point of discussion with residents throughout FY2007.

Housing Authority of Joliet Violence Against Women Act 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 HAJ's policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by HAJ 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 HAJ;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between HAJ, 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 HAJ; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by HAJ.

III. Other HAJ Policies and Procedures

This Policy shall be referenced in and attached to HAJ's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of HAJ's Admissions and Continued Occupancy Policy and its Section 8 Administrative Plan. HAJ's annual public housing agency plan shall also contain information concerning HAJ'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 HAJ, 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.* HAJ 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. *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, HAJ, 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, HAJ 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. HAJ 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 HAJ:

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 HAJ 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 HAJ 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 HAJ nor a Section 8 owner or manager 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 HAJ or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or HAJ, 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, HAJ 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 HAJ. Leases used for all public housing operated by HAJ 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 HAJ, 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, HAJ 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., HAJ shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by HAJ. Section 8 owners or managers receiving rental assistance administered by HAJ 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 HAJ 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 HAJ 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 HAJ 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 HAJ, 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 HAJ, 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 HAJ 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 HAJ 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, HAJ 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.* HAJ will act upon such an application promptly within 14 business days.
- C. *No right to transfer.* HAJ 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 HAJ, 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 HAJ 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 HAJ. In cases where HAJ determines that the family's decision to move was reasonable under the circumstances, HAJ 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 HAJ's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by HAJ 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 HAJ policies regarding family break-up are contained in HAJ'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 HAJ to cooperate with organizations and entities, both private and public, which provide shelter and/or services to victims of domestic violence. If HAJ staff becomes aware that an individual assisted by HAJ is a victim of domestic violence, dating violence or stalking, HAJ 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 HAJ either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. HAJ's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which HAJ has referral or other cooperative relationships.

XII. Notification

HAJ 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 HAJ as approved by the HAJ Board of Commissioners.

HOUSING AUTHORITY OF JOLIET

***SECTION 8 PROJECT BASED
VOUCHER POLICY***

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**I. HOUSING AUTHORITY OF JOLIET POLICY RE:
PROJECT BASED VOUCHER PROGRAM GENERAL POLICY**

The HAJ operates this Project Based Voucher Program utilizing 20 percent of its budget authority for project based assistance. This program is consistent with the Authority's Five (5) Year Agency Plan covering the period 2005 – 2009 and 7/1/06 – 6/30/07 Annual Plan; and the Authority's goals of deconcentration poverty and expanding housing and economic opportunities. This Project Based Voucher Program is targeted to newly constructed or rehabilitated housing and existing housing within the City of Joliet and Will County, in general.

**A. Housing Authority of Joliet Policy Re:
Tenant Based vs. Project Based Voucher Assistance (24 CFR 983.2)**

The HAJ's policies for the Tenant Based Housing Choice Voucher Program contained in this Administrative Plan also apply to the Project Based Voucher Program and its participants. Provisions not covered by the Tenant Based Voucher Program shall be covered by this policy.

**B. Housing Authority of Joliet Policy Re:
Relocation Requirements (24 CFR 983.7)**

The HAJ shall provide relocation assistance to any persons displaced as a result of the Project Based Voucher Program in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42.U.S.C.4201-4655) and implementing relocations at 49 CFR, Part 24. Depending on the circumstances relocation assistance may be paid with funds provided by the Owner, Local Public funds or funds from other sources.

The HAJ will not use Voucher Program funds to cover relocation costs Administrative Fee Reserves, after all program administrative expenses are satisfied, may be utilized for relocation expenses as long as same is consistent with legal and regulatory authorities.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR 24, subpart B. It is the responsibility of the HAJ to ensure the owner complies with these requirements.

Should the HAJ target project based vouchers to units owned and managed by the Authority, under an Annual Contributions Contract with HUD and subject to demolition/disposition then the Authority will comply with Section 18 of the Quality Housing and Work Responsibility Act (QHWRA) of 1998. Section 18 relocation activities are included in 24 CFR Part 970 and PIH 2005-32. The HAJ's policy is incorporated pursuant to Resolution No. 07-2323.

**C. Housing Authority of Joliet Policy Re:
Equal Opportunity Requirements (24 CFR 983.8)**

The HAJ will comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV Program. This includes the requirements and authorities cited at 24 CFR 5.105(a). In addition, the HAJ complies with the HAJ Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(o).

**II. HOUSING AUTHORITY OF JOLIET POLICY RE:
PROJECT BASED VOUCHER OWNER PROPOSALS**

Owner Proposal Selection Procedures (24 CFR 983.51)

The HAJ will select BPV proposals by either of the following two methods:

- **HAJ request for PBV Proposals.** The HAJ will solicit proposals by using a Request For Proposals to select proposals on a competitive basis in response to the HAJ request. The HAJ will not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.
- **The HAJ will select proposals that were previously selected based on a competition.** This may include selection of a proposal for housing assisted under a Federal, State or Local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTC's have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three (3) years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance.

**A. Housing Authority of Joliet Policy Re:
Solicitation and Selection of PBV Proposals (24 CFR 983.51(b) and (c))**

**1. HAJ Request for Proposals Rehabilitated and Newly
Constructed Units Policy**

The HAJ will advertise its Request For Proposals (RFP) for rehabilitated and newly constructed housing in the following newspapers and trade journals:

Joliet Herald Newspaper, Daily Southtown Newspaper, Times Weekly Newspaper and the National Association of Housing and Redevelopment Officials (NAHRO) Monitor Trade Journal

In addition, the HAJ will post RFP and proposal submission and rating/ranking procedures at its Central Administrative Office and electronic website.

The HAJ will publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units the HAJ estimates that it will be able to assist under the funding the HAJ is making available. Proposals will be due in the HAJ office by close of business 30 calendar days from the date of the last publication.

In order for the proposal to be considered, the owner must submit the proposal to the HAJ by the published deadline date and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed.

The HAJ will rate and rank proposals for rehabilitated and newly constructed housing using the following criteria:

Owner experience and capability to build or rehabilitate housing as identified in the RFP;

Extent to which the project furthers the HAJ goal of deconcentrating poverty and expanding housing and economic opportunities;

If applicable, the extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

Projects with less than 25 percent of the units assisted will be rated higher than projects with 25 percent of the units assisted. In the case of projects for occupancy by the elderly, persons with disabilities or families needing other services, the HAJ will rate partially assisted projects on the percent of units assisted. Projects with the lowest percent of assisted units will receive the highest score.

2. HAJ Requests For Proposals for Existing Housing Units Policy

The HAJ will advertise its Request For Proposals (RFP) for existing housing in the following newspapers and trade journals:

Joliet Herald Newspaper, Daily Southtown Newspaper, Times Weekly Newspaper and the NAHRO Monitor Trade Journal

In addition, the HAJ will post the notice inviting such proposal submission and the rating and ranking procedures at its Central Administrative Office and electronic website.

The HAJ will periodically publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units the HAJ estimates that it will be able to assist under the funding the HAJ is making available. Owner proposals will be accepted on a first-come first-served basis and will be evaluated using the following criteria:

Experience as an owner in the Tenant Based Voucher Program and owner compliance with the owner's obligations under the Tenant Based program;

Extent to which the project furthers the HAJ goal of deconcentrating poverty and expanding housing and economic opportunities.

If applicable, extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

Extent to which units are occupied by families that are eligible to participate in the PBV Program.

3. HAJ Selection of Proposals Subject to a Previous Competition Under a Federal, State or Local Housing Assistance Program Policy

The HAJ will accept proposals for PBV assistance from owners that were competitively selected under another Federal, State or Local housing assistance program, including projects that were competitively awarded Low Income Housing Tax Credits on an ongoing basis.

The HAJ may periodically advertise that it is accepting proposals, in the following newspapers and trade journals:

Joliet Herald Newspaper, Daily Southtown Newspaper, Times Weekly Newspaper and the NAHRO Monitor Trade Journal

In addition to, or in place of advertising, the HAJ may also directly contact specific owners that have already been selected for Federal, State or Local housing assistance based on a previously held competition, to inform them of available PBV assistance.

Proposals will be reviewed on a first-come first-served basis. The HAJ will evaluate each proposal on its merits using the following factors:

Extent to which the project furthers the HAJ goal of deconcentrating poverty and expanding housing and economic opportunities; and

Extent to which the proposal complements other local activities, such as, the redevelopment of a public housing site under the HOPE VI Program, the HOME Program, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community or Renewal Community.

4. PHA Owned Units Policy (34 CFR 983.51(e) and 983.59)

The HAJ may submit a proposal for project based housing that is owned or controlled by the HAJ. If the proposal for HAJ owned housing is selected, the HAJ will use a HUD Approved Independent Entity to review the HAJ selection and to administer the PBV Program. The HAJ will obtain HUD approval (Independent Entity) prior to selecting the proposal for HAJ owned housing.

In the case of HAJ owned units, the initial contract rent must be approved by the City of Joliet based on an appraisal by a licensed, state-certified appraiser. In addition, housing quality standards inspections must be conducted by the independent entity.

The HAJ will only compensate the independent entity and appraiser from HAJ ongoing administrative fee income (including amounts credited to the Administrative Fee Reserve). The HAJ will not use other program receipts to compensate the independent entity and appraiser for their services. The HAJ, independent entity and appraiser may not charge the family any fee for the appraisal or the services provided by the independent entity.

5. HAJ Notice of Owner Selection Policy (34 CFR 983.51(d))

Within 10 business days of the HAJ making the selection, the HAJ will notify the selected owner in writing of the owner's selection for the PBV Program. The HAJ will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

In addition, the HAJ will publish its notice for selection of PBV proposals for two consecutive days in the same newspapers and trade journals the HAJ used to solicit the proposals. The announcement will include the name of the owner that was selected for the PBV Program. The HAJ will also post the notice of owner selection on its electronic web site when in operation.

The HAJ will make available to any interested party its rating and ranking sheets and documents that identify the HAJ basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one month after publication of the notice of owner selection. The HAJ will not make available sensitive owner information that is privileged, such as, financial statements and similar information about the owner.

The HAJ will make these documents available for review at the HAJ during normal business hours. The cost for reproduction of allowable documents will be \$.25 per page.

III. HOUSING AUTHORITY OF JOLIET POLICY RE: HOUSING TYPE POLICY (24 CFR 983.52)

The HAJ will attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an agreement to enter into a housing assistance payments contract that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV Program, if, at the time of notice of HAJ selection, the units substantially comply with HQS. Units for which new construction or rehabilitation was started in accordance with PBV Program requirements do not qualify as existing housing.

A. Prohibition of Assistance for Certain Units Policy

1. Ineligible Housing Types (24 CFR 983.53)

The HAJ will not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and car, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes; cooperative housing; and transitional housing. In addition, the HAJ will not attach or pay PBV assistance for a unit occupied by an owner and the HAJ will not select or enter into an agreement to enter into a HAP contract or HAP contract for a unit occupied by a family ineligible for participation in the PBV Program.

2. High-rise Elevator Projects for Families with Children (24 CFR 983.53(b))

The HAJ will not use high-rise elevator buildings for families with children as part of the Project Based Voucher Program.

3. Subsidized Housing (24 CFR 983-54)

The HAJ will not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that a PHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant based rental assistance;
- A unit with any other duplicative Federal, State or Local housing subsidy, as determined by HUD or the PHA in accordance with HUD requirements.

IV. HOUSING AUTHORITY OF JOLIET POLICY RE: SUBSIDY LAYERING REQUIREMENTS POLICY (24 CFR 983.55)

The HAJ will provide PBV assistance only in accordance with HUD subsidy layering regulations (24 CFR 4.13) and other requirements.

The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV Program with other governmental housing assistance from Federal, State and Local agencies, including assistance such as tax concessions or tax credits.

The HAJ will submit the necessary documentation to HUD for subsidy layering review. The HAJ may not enter into an agreement to enter into a HAP contract or HAP contract until HUD (or an independent entity approved by HUD) has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements.

The HAP contract must contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

**V. HOUSING AUTHORITY OF JOLIET POLICY RE:
CAP ON NUMBER OF PBV UNITS IN EACH BUILDING POLICY
25 PERCENT PER BUILDING CAP (24 CFR 983.56(a))**

The HAJ will not select a proposal to provide PBV assistance for units in a building or enter into a HAP or a HAP contract to provide PBV assistance for units in a building, if the total number of dwelling units in the building that will receive PBV assistance during the term of the PBV HAP contract is more than 25 percent of the number of dwelling units (assisted or unassisted) in the building.

A. Exceptions to 25 Percent Per Building Cap (24 CFR 983.56(b))

The HAJ will not provide PBV assistance for excepted units.

B. Promoting Partially-Assisted Buildings (24 CFR 982.56(c))

The HAJ will not provide assistance for excepted units. Beyond that, the HAJ will not impose any further cap on the number of PBV units assisted per building.

**VI. HOUSING AUTHORITY OF JOLIET POLICY RE:
SITE SELECTION STANDARDS POLICY**

A. Compliance with PBV Goals, Civil Rights Requirements and HQS Site Standards (24 CFR 983.57(b))

It is the HAJ goal to select sites for PBV housing that provide for deconcentrating poverty and expanding housing and economic opportunities. In complying with this goal the HAJ will limit approval of sites for PBV housing in census tracts that have poverty concentrations of 20 percent or less.

However, the HAJ will grant exceptions to the 20 percent standard where the HAJ determines that the PBV assistance will complement other local redevelopment activities designed to deconcentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent, such as, sites in:

A census tract in which the proposed PBV development will be located in a HUD-designated Enterprise Zone, Economic Community or Renewal Community;

A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition and HOPE VI redevelopment;

A census tract in which the proposed PBV development will be located is undergoing significant revitalization as a result of State, Local or Federal dollars invested in the area;

A census tract where new market rate units are being developed where such market rate units will positively impact the poverty rate in the area;

A census tract where there has been an overall decline in the poverty rate within the past five years; or

A census tract where there are meaningful opportunities for educational and economic advancement.

Under no circumstances will the HAJ approve PBV assistance in a census tract with a concentration factor greater than 75 percent of the community-wide poverty rate or forty percent, whichever is lower.

B. Existing and Rehabilitated Housing Site and Neighborhood Standards (24 CFR 983.57(d))

The HAJ will not enter into an agreement to enter into a HAP contract nor enter into a HAP contract for existing or rehabilitated housing until it has determined that the site complies with the HUD required site and neighborhood standards. The site must:

- Be adequate in size, exposure and contour to accommodate the number and type of units proposed;
- Have adequate utilities and streets available to service the site;
- Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

C. New Construction Site and Neighborhood Standards (24 CFR 983.57(e))

The HAJ will not enter into an agreement to enter into a HAP contract nor enter into a HAP contract for new construction housing until it has determined the site meets the following HUD required site and neighborhood standards:

- The site must be adequate in size, exposure and contour to accommodate the number and type of units proposed;
- The site must have adequate utilities and streets available to service the site;
- The site must not be located in an area of minority concentration unless the HAJ determines that sufficient, comparable opportunities exist for housing for minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area;
- The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area;
- The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;
- The housing must be accessible to social, recreational, educational, commercial and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

**VII. HOUSING AUTHORITY OF JOLIET POLICY RE:
ENVIRONMENTAL REVIEW POLICY (24 CFR 983.58)**

The HAJ activities under the PBV Program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The *responsible entity* is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). The HAJ will not enter into an agreement to enter into a HAP contract nor enter into a HAP contract until it has complied with the environmental review requirements.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

The HAJ will not enter into an agreement to enter into a HAP contract or HAP contract with an owner, and the HAJ, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

The HAJ will supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. The HAJ will require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

VIII. HOUSING AUTHORITY OF JOLIET POLICY RE: DWELLING UNITS POLICY

A. Housing Quality Standards (24 CFR 983.101)

The Housing Quality Standards (HQS) for the Tenant Based Program approved by the Housing Authority of Joliet and included in the Section 8 Housing Choice Voucher Program Administrative Plan apply to the PBV Program.

B. Housing Accessibility for Persons with Disabilities

The HAJ will assure that units approved under this PBV Program complies with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The HAJ will ensure that the percentage of accessible dwelling units complies with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, will also comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

C. Inspecting Units Policy

1. Pre-selection Inspection (24 CFR 983.103(a))

The HAJ will examine the proposed site before the proposal selection date. If the units to be assisted already exist, the HAJ must inspect all the units before the proposal selection date and must determine whether the units substantially comply with HQS. To qualify as existing housing units must substantially comply with HQS on the proposal selection date. However, the HAJ will not execute the HAP contract until the units fully comply with HQS.

2. Pre-HAP Contract Inspections (24 CFR 983.103(b))

The HAJ will inspect each contract unit before execution of the HAP contract. The HAJ will not enter into a HAP contract covering a unit until the unit fully complies with HQS.

3. Turnover Inspections (24 CFR 983.103(c))

Before providing assistance to a new family in a contract unit, the HAJ will inspect the unit. The HAJ will not provide assistance on behalf of the family until the unit fully complies with HQS.

4. Annual Inspections (24 CFR 983.103(d))

At least annually during the term of the HAP contract, the HAJ will inspect a random sample, consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this annual inspection requirement.

If more than 20 percent of the annual sample of inspected contract units in a building fails the initial inspection, the PHA must reinspect 100 percent of the contract units in the building

5. Other Inspections (24 CFR 983.103(e))

The HAJ will inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities and other services in accordance with the HAP contract. The HAJ will take into account complaints and any other information coming to its attention in scheduling inspections.

The HAJ will conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting HAJ supervisory quality control HQS inspections, the HAJ will include a representative sample of both tenant based and project based units.

6. Inspecting PHA Owned Units (24 CFR 983.103(f))

In the case of HAJ owned units, the inspections must be performed by an independent entity designated by the HAJ and approved by HUD. The independent entity must furnish a copy of each inspection report to the HAJ and to the HUD field office where the project is located. The HAJ must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by the HAJ owner.

**IX. HOUSING AUTHORITY OF JOLIET POLICY RE:
REHABILITATED AND NEWLY CONSTRUCTED UNITS POLICY**

A. Agreement to Enter into HAP Contract

In order to offer PBV assistance in rehabilitated or newly constructed units, the HAJ will enter into an agreement to enter into HAP contract (Agreement) with the owner of the property. The Agreement must be in the form required by HUD (24 CFR 983.152(a)).

In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and the HAJ agrees that upon timely completion of such development in accordance with the terms of the Agreement, the HAJ will enter into a HAP contract with the owner for the contract units (24 CFR 983.152(b)).

1. Content of the Agreement (24 CFR 983.152(c))

At a minimum, the Agreement included in **Exhibit __** describes the following features of the housing to be developed and assisted under the PBV Program:

- Site and the location of the contract units;
- Number of contract units by area (size) and number of bedrooms and bathrooms;
- Services, maintenance or equipment to be supplied by the owner without charges in addition to the rent;

- Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;
- An indication of whether or not the design and construction requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement;
- Estimated initial rents to owner for the contract units;
- Description of the work to be performed under the Agreement. For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary by the HAJ, specifications and plans. For new construction units, the description must include the working drawings and specification.
- Any additional requirements for quality, architecture or design over and above HQS.

2. Execution of the Agreement (24 CFR 983.153)

The HAJ will enter into the Agreement with the owner within 10 business days of receiving both environmental approval and notice that subsidy layering requirements have been met, and before construction or rehabilitation work is started.

B. Conduct of Development Work Policy

1. Labor Standards (24 CFR 983.154(b))

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as, those involving Davis-Bacon wage rates.

The owner, contractors and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The HAJ will monitor compliance with labor standards.

2. Equal Opportunity (24 CFR 983.154(c))

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

3. Owner Disclosure (24 CFR 983.154(d) and (e))

The Agreement and HAP contract includes a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract or HUD regulations.

C. Completion of Housing

The Agreement specifies the deadlines for completion of the housing and the owner must develop and complete the housing in accordance with these deadlines. The Agreement also specifies the deadline for submission by the owner of the required evidence of completion.

1. Evidence of Completion (24 CFR 983.155(b))

At a minimum, the owner must submit the following evidence of completion to the HAJ in the form and manner required by the HAJ:

- Owner certification that the work has been completed in accordance with HQS and all requirements of the Agreement;
- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing; and
- The HAJ will also determine the need for the owner to submit additional documentation as evidence of housing completion on a case-by-case basis depending on the nature of the PBV project. The HAJ will specify any additional documentation requirements in the Agreement to enter into HAP contract.

2. HAJ Acceptance of Completed Units (24 CFR 983.156)

Upon notice from the owner that the housing is completed, the HAJ will inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with HQS and any additional requirements imposed under the Agreement. The HAJ will also determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the Agreement, the HAJ will not enter into the HAP contract.

If the HAJ determines the work has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the HAJ will submit the HAP contract for execution by the owner and must then execute the HAP contract.

X. HOUSING AUTHORITY OF JOLIET POLICY RE: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP) POLICY

A. HAP Contract Requirements Contract Information (24 CFR 983.203)

The HAP contract must specify the following information:

- The total number of contract units by number of bedrooms;
- The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- The number of contract units in each building, the location of each contract unit, the area of each contract unit and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any building that will exceed the 25 percent per building cap, which will be set-aside for occupancy by qualifying families; and
- The initial rent to owner for the first 12 months of the HAP contract term.

1. Execution of the HAP Contract Policy (24 CFR 983.204)

The HAJ will not enter into a HAP contract until each contract unit has been inspected and the HAJ has determined that the unit complies with the Housing Quality Standards (HQS). For existing housing, the HAP contract must be executed promptly after the HAJ selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract will be executed after the HAJ has inspected the completed units and has determined that the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion.

For existing housing, the HAP contract will be executed within 10 business days of the HAJ determining that all units pass HQS.

For rehabilitated or newly constructed housing, the HAP contract will be executed within 10 business days of the HAJ determining that the units have been completed in accordance with the agreement to enter into HAP, all units meet HQS and the owner has submitted all required evidence of completion.

2. Term of HAP Contract Policy (24 CFR 983.205)

The HAJ will enter into a HAP contract with an owner for an initial term of no less than one year and no more than ten years.

The term of all PBV HAP contracts will, therefore, be negotiated with the owner on a case-by-case basis.

Within one year before expiration of the HAP contract, the HAJ will extend the term of the contract for an additional term of up to five years if the HAJ determines an extension is appropriate to continue providing affordable housing for low-income families. Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension.

When determining whether or not to extend an expiring PBV contract, the PHA will consider several factors including, but not limited to:

- The cost of extending the contract and the amount of available budget authority;**
- The condition of the contract units;**
- The owner's record of compliance with obligations under the HAP contract and lease(s);**

**Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and
Whether the funding could be used more appropriately for tenant based assistant.**

3. Termination by HAJ (24 CFR 983.205(c))

The HAP contract provides that the term of the HAJ's contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by the HAJ in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the HAJ may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

4. Termination by Owner (24 CFR 983.205(d))

If in accordance with program requirements the amount of rent to any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to the HAJ. In this case, families living in the contract units must be offered tenant based assistance.

5. Remedies for HQS Violations (24 CFR 983.207(b))

The HAJ will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the Tenant Based Voucher Program. These policies are contained in Enforcing Owner Compliance.

B. Amendments to the HAP Contract

1. Substitution of Contract Units (24 CFR 983.206(a))

At the HAJ's discretion and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit. Before any such substitution can take place, the HAJ will inspect the proposed unit and determine the reasonable rent for the unit.

2. Addition of Contract Units (24 CFR 983.206(b))

The HAJ will consider adding contract units to the HAP contract when the HAJ determines that additional housing is needed to serve eligible low-income families. Circumstances may include, but are not limited to:

The local housing inventory is reduced due to a disaster (either due to loss of housing units, or an influx of displaced families); and

Voucher holders are having difficulty finding units that meet program requirements.

C. HAP Contract Year, Anniversary and Expiration Dates (24 CFR 983.206(c) and 983.302(e))

It is the policy of the HAJ that the HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where contract units are placed under the HAP contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

D. Owner Responsibilities Under the HAP (24 CFR 983.209)

It is the policy of the HAJ that when the owner executes the HAP contract she/he certifies that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP, is leased to an eligible family referred by the HAJ, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;

- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit; and
- The family does not own or have any interest in the contract unit.

E. Additional HAP Requirements

1. Housing Quality and Design Requirements (24 CFR 983.101(e) and 983.207(a))

The owner is required to maintain and operate the contract units and premises in accordance with HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment and utilities specified in the HAP contract with the HAJ and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner.

The HAJ will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. The HAJ will specify any special design standards or additional requirements in the invitation for PBV proposals, the agreement to enter into HAP contract and the HAP contract.

2. Vacancy Payments (24 CFR 983.352(b))

The HAJ will decide on a case-by-case basis if the HAJ will provide vacancy payments to the owner. The HAP contract with the owner will contain any such agreement, including the amount of the vacancy payment and the period for which the owner will qualify for these payments.

**XI. HOUSING AUTHORITY OF JOLIET POLICY RE:
SELECTION OF PBV PROGRAM PARTICIPANTS POLICY**

A. Eligibility for PBV Assistance (24 CFR 983.251(a) and (b))

The HAJ will select families for the PBV Program from those who are participants in the HAJ's Tenant Based Voucher Program and from those who have applied for admission to the voucher program. For voucher participants, eligibility was determined at original admission to the voucher program and does not need to be redetermined at the commencement of PBV assistance. For all others, eligibility for admission must be determined at the commencement of PBV assistance.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the Tenant Based Voucher Program. Applicants must qualify as a family as defined by HUD and the HAJ, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members (24 CFR 982.201(a) and 24 CFR 983.2(a)). In addition, an applicant family must provide social security information for family members (24 CFR 5.216 and 5.218) and consent to the HAJ collection and use of family information regarding income, expenses and family composition (24 CFR 5.230). An applicant family must also meet HUD requirements related to current or past criminal activity.

The HAJ will determine an applicant family's eligibility for the PBV Program in accordance with the policies in Chapter 2 of this Housing Choice Voucher Administrative Plan.

B. In-Place Families (24 CFR 983.251(b))

An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by the HAJ is considered an "in-place family". These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family must be placed on the HAJ's waiting list. Once the family's continued eligibility is determined (the HAJ may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 982.553), the family must be given an absolute selection preference and the HAJ must refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements.

This policy protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.

C. Organization of the Waiting List (24 CFR 983.251(c))

The HAJ will establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance. The HAJ currently has waiting lists for the following PBV Projects:

NONE

D. Selection From the Waiting List (24 CFR 983.251(c))

Applicants who will occupy units with PBV assistance must be selected from the HAJ's waiting list. The HAJ will establish selection criteria or preferences for occupancy of particular PBV units. The HAJ will place families referred by the PBV owner on its PBV waiting list.

1. Income Targeting (24 CFR 983.251(c)(6))

At least 75 percent of the families admitted to the HAJ Tenant Based and Project Based Voucher Programs during the HAJ fiscal year from the waiting list must be extremely low income families. The income targeting requirement applies to the total of admissions to both programs.

2. Units with Accessibility Features (24 CFR 983.251(c)(7))

When selecting families to occupy PBV units that have special accessibility features for person with disabilities, the HAJ will first refer families who require such features to the owner.

3. Preferences (24 CFR 983.251(d))

The HAJ will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for "excepted units", mobility impaired persons for accessible units). The HAJ will not offer any additional preferences for the PBV program or for particular PBV projects or units.

E. Offer of PBV Assistance Policy

1. Refusal of Offer (24 CFR 983.251(e)(3))

The HAJ will not take any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refuse to list the applicant on the waiting list for tenant based voucher assistance;

- Deny any admission preference for which the applicant qualifies;
- Change the applicant's place on the waiting list based on preference, date and time of application, or other factors affecting selection under the HAJ's selection policy;
- Remove the applicant from the tenant based voucher waiting list.

2. Disapproval by Landlord (24 CFR 983.251(e)(2))

If a PBV owner rejects a family for admission to the owner's units, such rejection may not affect the family's position on the tenant based voucher waiting list.

3. Acceptance of Offer (24 CFR 983.252)

a. Family Briefing

When a family accepts an offer for PBV assistance, the HAJ will give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, the HAJ will provide a briefing packet that explains how the HAJ determines the total tenant payment for a family, the family obligations under the program and applicable fair housing information.

b. Persons with Disabilities

If an applicant family's head or spouse is disabled, the HAJ will assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This will include making alternative formats available. In addition, the HAJ will have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

c. Persons with Limited English Proficiency

The HAJ will take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13116.

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by through the Housing Choice Voucher Program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published December 19, 2003 in the *Federal Register*.

The HAJ will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this Administrative Plan, LEP persons are Housing Choice Voucher Program applicants and participant families, and parents and family members of applicants and participant families.

In order to determine the level of access needed by LEP persons, the HAJ will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the Housing Choice Voucher Program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the HAJ and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue administrative or financial burdens on the HAJ.

Oral Interpretation

At a hearing, within a court of law, or in situations in which health, safety, or access to important benefits and services are at stake, the HAJ will generally offer, or ensure that the family is offered through other sources, competent interpretation services free of charge to the LEP person.

Housing Authority of Joliet Policy re: Oral Interpretation LEP

The HAJ will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible, the HAJ will make available bilingual staff to act as interpreters and translators. Where feasible and possible, the HAJ will identify and maintain a list of qualified community volunteers and agencies that provide interpreter services.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the HAJ. The interpreter may be a family member or friend.

Written Translation

Translation is the replacement of a written text from one language into an equivalent written text in another language.

Housing Authority of Joliet Policy re: Written Translation LEP

In order to comply with written-translation obligations, the HAJ will take the following steps:

The HAJ will provide written translation of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, the HAJ may not translate vital written materials, but will provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

Implementation Plan

After completing the four-factor analysis and deciding what language assistance services are appropriate, the HAJ shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If the HAJ determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to the HAJ's Housing Choice Voucher Program and services.

Housing Authority of Joliet Policy re: Implementation

If it is determined that the Housing Authority of Joliet serves very few LEP persons, and the Housing Authority of Joliet has very limited resources, the Housing Authority of Joliet will not develop a written LEP plan, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

If the HAJ determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.

F. Owner Selection of Tenants

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low income families and reasonable related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection (24 CFR 983.253(b)).

1. Leasing (24 CFR 983.253(a))

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by the HAJ from the HAJ's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on the HAJ's subsidy standards.

2. Filling Vacancies (24 CFR 983.254(a))

The owner must notify the HAJ in writing (mail, fax or email) within 5 business days of learning about any vacancy or expected vacancy.

The HAJ will make every reasonable effort to refer families to the owner within 10 business days of receiving such notice from the owner.

3. Reduction of HAP Contract Units Due to Vacancies (24 CFR 983.254(b))

If any contract units have been vacant for 120 days, the HAJ will give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. The HAJ will provide the notice to the owner with 10 business days of the 120th day of the vacancy. The amendment to the HAP contract will be effective the 1st day of the month following the date of the HAJ's notice.

G. Tenant Screening Policy (24 CFR 983.255)

1. Responsibility

The HAJ will not conduct screening to determine a PBV applicant family's suitability for tenancy.

The HAJ will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the turnover HQS inspection or before. The HAJ will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

2. Owner Responsibility

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and
- Compliance with other essential conditions of tenancy.

XII. HOUSING AUTHORITY OF JOLIET POLICY RE: OCCUPANCY POLICY

A. Lease (24 CFR 983.256)

The tenant must have legal capacity to enter a lease under State and Local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

1. Form of Lease (24 CFR 983.256(b))

The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a PHA model lease.

The HAJ will review the owner's lease form to determine if the lease complies with State and Local law. If the HAJ determines that the lease does not comply with State or Local law, the HAJ may decline to approve the tenancy.

2. Lease Requirements (24 CFR 983.256(c))

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment and utilities that will be provided by the owner; and
- The amount of any charges for food, furniture or supportive services.

3. Tenancy Addendum (24 CFR 983.256(d))

The tenancy addendum in the lease must state:

- The program tenancy requirements;
- The composition of the household as approved by HAJ (the names of family members and any HAJ-approved live-in aide);
- All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

4. Initial Term and Lease Renewal (24 CFR 983.256(f) and 983.257(b))

The initial lease term must be for at least one year. Upon expiration of the lease, an owner may renew the lease, refuse to renew the lease for “good cause”, or refuse to renew the lease without good cause. If the owner refuses to renew the lease without good cause, the HAJ will provide the family with a tenant based voucher and remove the unit from the PBV HAP contract.

5. Changes in the Lease (24 CFR 983.256(e))

If the tenant and owner agree to any change in the lease, the change must be in writing and the owner must immediately give the HAJ a copy of all changes.

The owner must notify the HAJ in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by the HAJ and in accordance with the terms of the lease relating to its amendment. The HAJ will redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

6. Owner Termination of Tenancy (24 CFR 983.257)

With to exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant based voucher program. In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

7. Non-Compliance with Supportive Services Requirement (24 CFR 983.257(c))

If a family is living in a project based unit that is excepted from the 25 percent per building cap on project basing because of participation in a supportive services program (e.g., Family Self-Sufficiency), and the family fails to complete its supportive services requirement without good cause, such failure is grounds for lease termination by the owner.

8. Tenant Absence from the Unit (24 CFR 983.256(g) and 982.312(a))

The owner may specify in the lease a maximum period of tenant absence from the unit that is shorter than the maximum period permitted by HAJ policy. According to program requirements, the family's assistance must be terminated if they are absent from the unit for more than 180 consecutive days.

9. Security Deposits (24 CFR 983.258)

The HAJ will allow the owner to collect a security deposit amount the owner determines is appropriate.

When the tenant moves out of a contract unit, the owner, subject to State and Local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amount owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. The HAJ has no liability or responsibility for payment of any amount owed by the family to the owner.

B. Moves

1. Overcrowded, Under-Occupied and Accessible Units (24 CFR 983.259)

The HAJ will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of the HAJ's determination. The HAJ will offer the family the following types of continued assistance in the following order, based on the availability of assistance.

**PBV assistance in the same building or project;
PBV assistance in another project; and
Tenant based voucher assistance.**

When the HAJ offers a family another form of assistance that is not a tenant based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30 day time frame, the HAJ will terminate the housing assistance payments at the expiration of this 30 day period.

The HAJ will make exceptions to this 30 day period, if needed, for reasons beyond the family's control, such as, death, serious illness or other medical emergency of a family member.

2. Family Right to Move (24 CFR 983.260)

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the HAJ. If the family wishes to move with continued tenant based assistance, the family must contact the HAJ to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, the HAJ will offer the family the opportunity for continued tenant based assistance, in the form of a voucher or other comparable tenant based rental assistance. If voucher or other comparable tenant based assistance is not immediately available upon termination of the family's lease in the PBV unit, the HAJ will give the family priority to receive the next available opportunity for continued tenant based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant based assistance.

C. Exceptions to the Occupancy Cap (24 CFR 983.261)

The HAJ will not provide PBV assistance for excepted units.

XIII. HOUSING AUTHORITY OF JOLIET POLICY RE: DETERMINING RENT TO OWNER POLICY

A. Rent Limits (24 CFR 983.301)

Except for certain tax credit units (discussed below), the rent to owner will not exceed the lowest of the following amounts:

- An amount determined by the HAJ, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

1. Certain Tax Credit Units (24 CFR 983.301(c))

For certain tax credit units, the rent limits are determined differently than for other PBV units. These different limits apply to contract units that meet all of the following criteria:

- The contract unit receives a low income housing tax credit under the Internal Revenue Code of 1986;
- The contract unit is not located in a qualified census tract;
- There are comparable tax credit units of the same bedroom size as the contract unit in the same building, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
- The tax credit exceeds a HAJ determined amount (not to exceed 110 percent of the fair market rent or any approved exception payment standard).

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:

- The tax credit rent minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

2. Use of FMR's, Exception Payment Standards and Utility Allowances (24 CFR 983.301(f))

Upon written request by the owner, the HAJ will consider using the FMR or utility allowances in effect during the 30 day period before the start date of the HAP, or redetermination of rent. The owner must explain the need to use the previous FMR's or utility allowances and include documentation in support of the request. The HAJ will review and make a decision based on the circumstances and merit of each request.

In addition to considering a written request from an owner, the HAJ will decide to use the FMR or utility allowances in effect during the 30 day period before the start date of the HAP, or redetermination of rent, if the HAJ determines it is necessary due to HAJ's budgetary constraints.

3. Redetermination of Rent (24 CFR 983.302)

The HAJ will redetermine the rent to owner upon the owner's request or when there is a five percent or greater decrease in the published FMR.

a. Rent Increase

An owner's request for a rent increase must be submitted to the HAJ 60 days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.

The HAJ will not approve and the owner will not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HQS. The owner will not receive any retroactive increase of rent for any period of noncompliance.

b. Rent Decrease

If there is a decrease in the rent to owner, as established in accordance with program requirements, such as, a change in the FMR or exception payment standard, or reasonable rent amount, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment.

c. Notice of Rent Change

The HAJ will provide the owner with at least 30 days written notice of any change in the amount of rent to owner.

The rent to owner is redetermined by written notice by the HAJ to the owner specifying the amount of the redetermined rent. The HAJ notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 months from the annual anniversary of the HAP contract.

4. PHA-owned Units (24 CFR 983-301(g))

For HAJ owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD. The HAJ will use the rent to owner established by the independent entity.

B. Reasonable Rent (24 CFR 983-303)

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by the HAJ.

1. When Rent Reasonable Determinations are Required

The HAJ will redetermine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

- There is a five percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date;
- The HAJ approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- The HAP contract is amended to substitute a different contract unit in the same building; or
- There is any other change that may substantially affect the reasonable rent.

2. How to Determine Reasonable Rent

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, the HAJ will consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as, the amenities, housing services maintenance and utilities to be provided by the owner.

3. Comparability Analysis

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units and must be retained by the HAJ. The comparability analysis may be performed by HAJ staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

4. HAJ-owned Units

For HAJ-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for HAJ-owned units to the HAJ and to the HUD field office where the project is located.

5. Owner Certification of Reasonable Rent

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the premises. At any time, the HAJ will require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

C. Effect of Other Subsidy and Rent Control

In addition to the rent limits discussed in the Rent Limit Section, other restrictions may limit the amount of rent to owner in a PBV unit. In addition, certain types of subsidized housing are not even eligible to receive PBV assistance (see the Prohibition of Assistance for Certain Units section).

1. Other Subsidy (24 CFR 983.304)

The HAJ will reduce the initial rent to owner because of other governmental subsidies, including tax credit or tax exemption, grants or other subsidized financing.

For units receiving assistance under the HOME Program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirement for the applicable federal program:

- An insured or non-insured Section 236 project;
- A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) below market interest rate (BMIR) project;
- A Section 515 project of the Rural Housing Service;
- A project receiving low income housing tax credits;
- Any other type of federally subsidized project specified by HUD.

2. Combining Subsidy

Rent to owner will not exceed any limitation required to comply with HUD subsidy layering requirements.

3. Rent Control (24 CFR 983.305)

In addition to the rent limits set by PBV program regulations, the amount of rent to owner may also be subject to rent control or other limits under Local, State or Federal law.

**XIV. HOUSING AUTHORITY OF JOLIET POLICY RE:
PAYMENTS TO OWNER POLICY**

A. Housing Assistance Payments (24 CFR 983.351)

During the term of the HAP contract, the HAJ will make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments will be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment will be paid to the owner on or about the first day of the month for which payment is due, unless the owner and the HAJ agree on a later date.

Except for discretionary vacancy payments, the HAJ will not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by the HAJ is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

B. Vacancy Payments (24 CFR 983.352)

If the HAJ determines that the owner is responsible for a vacancy and, as a result, is not entitled to keep the housing assistance payment, the HAJ will notify the landlord of the amount of housing assistance payment that the owner must repay. The HAJ will require the owner to repay the amount owed.

At the discretion of the HAJ, the HAP contract may provide for vacancy payments to the owner. The HAJ will only make vacancy payments if:

- The owner gives the HAJ prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner's knowledge);
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified the HAJ of the vacancy in accordance with the policy regarding filling vacancies.

In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and the HAJ will require the owner to provide documentation to support the request. If the owner does not provide the information requested by the HAJ within 10 business days of the HAJ's request, no vacancy payments will be made.

C. Tenant Rent to Owner Policy (24 CFR 983.353)

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by the HAJ in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date state in the HAJ notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by the HAJ is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the HAJ. The owner must immediately return any excess payment to the tenant.

1. Tenant and PHA Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by the HAJ.

Likewise, the HAJ is responsible only for making the housing assistance to the owner in accordance with the HAP contract. The HAJ is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. The HAJ will not use housing assistance payments or other program funds (including Administrative Fee Reserves) to pay any part of the tenant rent or other claim by the owner.

2. Utility Reimbursements

If the amount of the utility allowance exceeds the total tenant payment, the HAJ will pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

The HAJ will make utility reimbursements to the family.

D. Other Fees and Charges Policy (24 CFR 983.354)

1. Meals and Supportive Services

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

2. Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.