

<b>PHA 5-Year and Annual Plan</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires 4/30/2011</b>
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<b>1.0</b>	<b>PHA Information</b> PHA Name: <u>McAlester Housing Authority</u> PHA Code: <u>OK062</u> PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>7/2009</u>																										
<b>2.0</b>	<b>Inventory</b> (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>274</u> Number of HCV units: <u>73</u>																										
<b>3.0</b>	<b>Submission Type</b> <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only																										
<b>4.0</b>	<b>PHA Consortia</b> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)																										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) Included in the Consortia</th> <th rowspan="2">Programs Not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>PHA 1:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PHA 2:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PHA 3:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program		PH	HCV	PHA 1:						PHA 2:						PHA 3:					
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PHA 2:																											
PHA 3:																											
<b>5.0</b>	<b>5-Year Plan.</b> Complete items 5.1 and 5.2 only at 5-Year Plan update.																										
<b>5.1</b>	<b>Mission.</b> State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:																										
<b>5.2</b>	<b>Goals and Objectives.</b> Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.																										
<b>6.0</b>	<p><b>PHA Plan Update</b></p> <p>(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: Attached to end of 2009 PHA Plan</p> <ol style="list-style-type: none"> <li>1. Section 2, Statement of Financial Resources</li> <li>2. Section 18, Other Information, Resident Advisory board Recommendations</li> <li>3. Attachment F, Deconcentration Analysis</li> <li>4. Attachment E, Resident Advisory Board 2009</li> <li>5. Section 7, Capital Improvement Needs</li> </ol> <p>(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.</p> <p>Although the MHA has two offices, only one of which is a business office. The 5-Year and Annual PHA Plan for the McAlester Housing Authority are located at the Main office at 620 W. Kiowa, McAlester, OK 74501. The Plan may be viewed between 9am and 4 pm, Monday through Friday.</p>																										
<b>7.0</b>	<b>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b> The McAlester Housing Authority does not participate in any of the programs listed in this section of the PHA Plan.																										
<b>8.0</b>	<b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable.																										
<b>8.1</b>	<b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing.																										
<b>8.2</b>	<b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.																										
<b>8.3</b>	<b>Capital Fund Financing Program (CFFP).</b> <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.																										

9.0	<p><b>Housing Needs.</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. <b>MHA is a High Performing PHA and therefore not required to submit until the 5 year Plan.</b></p>
9.1	<p><b>Strategy for Addressing Housing Needs.</b> 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. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan. MHA is a High Performing PHA and therefore not required to submit until the 5 year Plan.</b></p>
10.0	<p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year Plan. <b>McAlester Housing Authority is a High Performer and therefore not required to submit until 5 year plan update.</b></p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification” <b>McAlester Housing Authority is a High Performer and therefore not required to submit until 5 year plan update.</b></p>
11.0	<p><b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. <b>Note:</b> Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

## Instructions form HUD-50075

**Applicability.** This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

### 1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

### 2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

### 3.0 Submission Type

Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

### 4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

### 5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

**5.1 Mission.** A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

**5.2 Goals and Objectives.** Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

**6.0 PHA Plan Update.** In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

#### PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.
3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.
4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.
5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, and; **5)** the number of units affected.
7. **Community Service and Self-Sufficiency.** A description of: **(1)** Any programs relating to services and amenities provided or offered to assisted families; **(2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**
8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
13. **Violence Against Women Act (VAWA).** A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

**7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers**

- (a) **Hope VI or Mixed Finance Modernization or Development.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: [http://www.hud.gov/offices/pih/centers/sac/demo\\_dispo/index.cfm](http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm)  
**Note:** This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

**8.0 Capital Improvements.** This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

**8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report.** PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

- (a) To submit the initial budget for a new grant or CFFP;
- (b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and
- (c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;
2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
3. Upon completion or termination of the activities funded in a specific capital fund program year.

**8.2 Capital Fund Program Five-Year Action Plan**

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

**8.3 Capital Fund Financing Program (CFFP).** Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm>

**9.0 Housing Needs.** Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

**9.1 Strategy for Addressing Housing Needs.** Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

**10.0 Additional Information.** Describe the following, as well as any additional information requested by HUD:

- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**
- (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

- (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. **(Note: Standard and Troubled PHAs complete annually).**

**11.0 Required Submission for HUD Field Office Review.** In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)*
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)*
- (d) Form SF-LLL, *Disclosure of Lobbying Activities (PHAs receiving CFP grants only)*
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)*
- (f) Resident Advisory Board (RAB) comments.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.1.
- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.2.

# PHA Plans

5 Year Plan for Fiscal Years 2005 - 2009

Annual Plan for Fiscal Year 2009

**PHA Plan  
Agency Identification**

**PHA Name: McAlester Housing Authority**

**PHA Number: OK062**

**PHA Fiscal Year Beginning: 07/2009**

**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)

## **2. 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.

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2004 grants)</b>		
a) Public Housing Operating Fund	\$633,989.94	
b) Public Housing Capital Fund	\$459,616.00	
c) HOPE VI Revitalization	0	
d) HOPE VI Demolition	0	
e) Annual Contributions for Section 8 Tenant-Based Assistance	\$247,818.72	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	0	
g) Resident Opportunity and Self-Sufficiency Grants	0	
h) Community Development Block Grant	0	
i) HOME	0	
Other Federal Grants (list below)	0	
Graduation Incentive Grant	0	
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>	0	
<b>3. Public Housing Dwelling Rental Income</b>	\$430,461.00	Operations
<b>4. Other income</b> (list below)	0	
<b>4. Non-federal sources</b> (list below)	0	
<b>Total resources</b>	\$1,771,885.66	



## **18. Other Information**

[24 CFR Part 903.7 9 (r)]

### **A. 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 (File name)

Provided below:

**The Resident Advisory Board did have some comments to the PHA Plan. Some of the comments were geared toward the maintenance of the unit individually, but all comments are listed here.**

**One tenant, even before reading the plan, suggested insulating the windows with double pane windows. She also suggested that we replace the weather-stripping. This tenant stated that she had to rearrange the bedrooms and move the beds away from the windows because of drafts. The tenant also suggested a better drier vent cover for the drier vent that too much air comes in since she has no drier to hook up. This tenant also suggested that we change the kitchen sink faucet from a single handle faucet to a double knob faucet because the single ones leak and wear out faster. She stated that we needed to get all the vehicles that are not running belonging to tenants out of the project so there would be more room for parking. She said there is a problem with visitors taking up parking spaces. This tenant also said that someone turned a Handicap sign around and it needs to be righted. This tenant also mentioned she would like carpet in the units because of the cold floors.**

**Another tenant stated she would like a little bigger house. She also stated that the sidewalks need repaired because they are not even. She would like a ceiling fan in the bedroom. The tenant also feels that the raised area on the patio is a tripping danger.**

**A tenant wrote an email: “Even with so much on their plates, they take into consideration everyone’s problems and get work done based upon the severity of the problem. I am continually impressed with the level of care put into these apartments. Recently, my unit was roofed and the siding was redone. Nearby, some kind of drainage problem is being taken care of. As a tenant, I have very few complaints. I agree with the work being done in the parking lots. It’s frustrating when someone doesn’t park correctly, but you can’t hold it against them if they don’t have lines to go by. The trash bins being moved will be great also. I can see them being in the road as a problem. My unit is slightly lower in elevation than the surrounding area. I’m kind of in a hole in the middle of Ridgecrest. Pooling is a problem in front of my doorstep. When it rains, all the grass clippings and trash, anything loose on the ground, flows directly outside my front door. During on hard rain, I actually thought it might make it up to my doorstep.**

**One way that I could see the Housing Authority improving efficiency is replacing all light bulbs with energy efficient bulbs. Some might say that the bulbs aren’t as bright, but there is always the option to move to a higher wattage. For instance, if someone uses 75 watt bulbs and switched to 75 watt high efficiency bulbs, they might loose some light, However, they could switch to 100 watt high efficiency bulbs and probably be able to see the same if not better. The 100 watt high efficiency bulbs only use roughly 18 watts.”**

One tenant mentioned that it would be nice if there was a safe room or storm shelter for tenants.

Another tenant suggested that we get lids for our dumpsters. She also suggested we install pads or spots for the dumpsters besides the street. She also wanted ceiling fans so that they could circulate air.

This tenant had several things to add, even though some are just specific to her maintenance needs. She states: “ I have some 110 wall outlets that are hard to plug into. You have to push hard and the outlet moves.

Birds have entered into the front of my house overhang. There is always a lot of feathers and droppings on windows and porch. There may be mites or other parasites there brought by birds. The hole cannot be filled unless the birds are out. That is the problem.

When its bug spraying day, my kids pull everything away from the walls-nothing blocking perimeter of front room or kitchen, hallway, or bathroom. I always try to be here. There might be 3 or 4 sprays here and there. I still have bugs and spiders. I don’t know what the policy is on your spraying, but I think they could do better.

There is a drainage problem between units 1519 E. Chickasaw and 1523 E. Chickasaw, water stands and it smells bad.

Some tenants should be asked to clean around their own porches before mowing starts. This may present injury or broken windows. Their kids could do it and have them a bucket on the porch for candy wrappers etc.

I need an outside drier vent hood on my unit and I noticed another missing down from me.

There are some loose porch posts on some units 1523 for one. A child grabs these and they will fall and also one on mine.”

The resident board member suggested that we look into new windows and weather-stripping for our units before she ever saw the plan.

A Section 8 tenant wished that the MHA would institute a homeownership program so that we would help her buy a house rather than just rent it.

One tenant mentioned problems with her neighbor. “People throw their trash in other yards. I wish you could do something about vicious dogs that run at you and try to bite you when we walk down sidewalks. Also, the 24/7 barking loudly in the evenings up to 10pm. I go to bed at 4 am, and work 10-12 hours a day and I thought there was a quiet rule after 9pm. Kids playing and yelling in your yard under windows after dark. Stealing things from your yard (personal property)”

Another tenant stated that we needed to do something about the playground. We have pea gravel in the playground for a safety surface and kids get in there and scatter it everywhere and throw it at vehicles. Also, when they throw it on the grass the mowers may throw the rocks and break windows and hit cars or other people.

During the Public Hearing and Open Meeting concerning the approval of the PHA Plan, The MHA board also suggested that the MHA better identify the houses as sometimes it is hard to read the house numbers from a distance and sometimes the house numbers do not face the street. They suggested bigger numbers and place a placard on the side of the house facing the street.

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

- Considered comments, but determined that no changes to the PHA Plan were necessary.
- The PHA changed portions of the PHA Plan in response to comments

List changes below:

**We already have some money in the plan for sidewalk repair and landscaping, but we will add the issues brought up by the tenants who commented about the drainage issues and sidewalk issues to the list of things to fix.**

**We already have plans to add parking spaces and dumpster pads and the restriping, so there was no need to add more in the plan. We also have new dumpsters in the plan and hopefully they will come with new lids.**

**A few people suggested insulated windows and weather-stripping before seeing the plan, which reinforced our ideas.**

**The MHA is going to look into purchasing the high efficiency bulbs like the tenant suggested. The MHA is going to replace light fixtures and it would be reasonable to replace the bulbs at the same time.**

**The MHA will look into replacing the porch posts or securing the existing ones. It would be nice if we could get the plastic 4x4 posts that would never rot.**

**In response to the tenants concerns with the playground, The MHA put in a line item to address the playground and research to find something better such as rubber matting.**

**In Addition, a work item was added to address the MHA board concerns about unit identification. We will research and see what can be done to make our units more identifiable.**

Other: (list below)

**The McAlester Housing Authority is required to consider all comments. In the following paragraphs, the MHA will address each comment explaining if it is something the MHA might consider for the future or something that will not be considered for whatever reason.**

**We appreciate the comments from the tenants concerning the energy efficiency of the houses. We are working on getting the windows replaced but to do all projects, it may take several years.**

**We appreciate the comments about the drier vents. We cannot plug the drier vent hole, but I did suggest that the tenant stick an old shirt/towel in the vent for insulation if she's not using it and that will stop some of the draft. We will add to the work orders the missing drier vents.**

**Although carpets would be nice for tenants, they are a maintenance nightmare. Tenants misuse/tear/stain carpets constantly. We would have to replace the carpet constantly or clean it constantly. Tenants are allowed to put down rugs as long as they are not permanently installed. This is the best the MHA can do.**

**We do not have plans to change the kitchen faucets, but a double handle may be something we can do in the future. The single handles are all throughout the MHA and changing them piecemeal would make us have to carry two sets of parts. We will talk with the maintenance and consider the pros and cons.**

**We have added the issues concerning the sidewalk and drainages to our list of things to fix, unfortunately it may be a couple years before we get to it.**

We have already put in the plan to replace some of the dumpsters and to add parking and dumpster pads. This is very necessary; unfortunately it will take us a few years to get it implemented. We will try to get the parking repainted at this time also. We will try to get the abandoned/broke vehicles out of the parking areas and get the handicap sign turned around.

We have had several suggestions of ceiling fans over the years. This is more of a luxury and a maintenance problem. The fans would be one more system to repair or replace and damage to them would not be cost effective. Most houses have attic fans to help circulate air during certain times of the year.

The tenant that has the bird problem—we will try to get the birds out and plug the hole with regular maintenance. Also, we agree with the idea of tenants cleaning up their trash. We encourage it and have the community service people help clean up. The problem is that no one claims that they put the trash there and visitors contribute to it a lot. We will try to keep it cleaned up and fix your drainage problem. We will also review the Bug Spray policy and talk with the contractor about being more effective.

We appreciate the comment concerning the safe room for the tenants. We have considered this in the past but did not seem it possible. The first thing is that the MHA has 274 units and around 600 tenants. Eighty-six of the units are on scattered sites, therefore we would have to get a shelter for each unit costing \$10,000 to \$15,000 per unit which would cost a total of over \$1,250,000. The MHA has 4 group sites with anywhere from 21 units to 80 units. The MHA would have to build a very large structure at each site to accommodate the number of tenants that may be using it during a storm. In addition, these would have to remain unlocked so that people could use them, and in the meantime, kids and adults may misuse the buildings since we cannot control the access. Although this seems like a worthwhile project, it would be very complicated and expensive endeavor.

The MHA does sympathize with the Section 8 tenant about homeownership. The MHA does not offer this program. We may look into the program in the future, but it is not in the plans to offer it as of yet.

The MHA also sympathizes with the tenant with the vicious dog as a neighbor and noisy neighbors. The MHA is currently dealing with the dog situation. Hopefully the dog is gone, if not, the tenant owner will soon be. In addition, the tenant needs to contact security when the kids are noisy late at night. If it is after security hours, then she needs to contact the police. Kids cannot be out after curfew and the parents will be paying the fine.

## **B. 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.)

### 3. 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 (list)

**Attachment F**

**Deconcentration Analysis  
February 2009**

The Public Housing Reform Act requires the McAlester Housing Authority to conduct a Deconcentration Analysis of its Public Housing developments each year. This analysis must be reported in the PHA Annual Plan and the Admissions and Continued Occupancy Policy with an explanation of any discrepancies in the analysis. The McAlester Housing Authority must also adopt Deconcentration Policies in its Admissions and Continued Occupancy Policy to rectify these discrepancies.

To be considered in compliance with Deconcentration regulations, the average income of each individual development must be similar to the average income of the entire PHA. Housing Authorities may substitute the medium income for the average income with a justification of the substitution. Also, Housing Authorities may use a bedroom adjustment to figure the average/medium incomes. To be in compliance, the average/medium income of the individual development must be within 15% of the average/medium income of the entire development.

In February of 2009, the McAlester Housing Authority conducted its Deconcentration Analysis. The results are as follows.

Project	Average Income	Deconcentration upper and lower limits		Average income/w Bedroom adjustment	Deconcentration upper and lower limits	
		85%	115%		85%	115%
62-All	\$12,279	\$10,437	\$14,121	\$12,279	\$10,437	\$14,121
62-001	\$11,380	Within Limits		\$11,716	Within Limits	
62-002	\$15,788	Outside Limits		\$13,729	Within Limits	
62-003	\$10,224	Outside Limits		\$12,199	Within Limits	
62-004	\$12,356	Within Limits		\$8,826	Outside Limits	
62-005	\$14,743	Outside Limits		\$11,981	Within Limits	

As you can see, the MHA does have a problem with some projects not being in compliance using the average income limit with and without the bedroom adjustment.

When the bedroom adjustment is applied, one project is outside the income guidelines. This Project only contains 3 units and very little turnover. The MHA will try to apply our Deconcentration Policies to its Projects to bring the incomes within limit.

The MHA Deconcentration Policy contains incentives the MHA can offer applicants to increase appeal in targeted developments. These incentives include, but are not limited to:

1. Allow families to skip ahead on the waiting list if their income is such that it helps deconcentrate income levels of the McAlester Housing Authority projects.
2. Offer of a bigger unit so as to increase the appeal of the targeted development.

3. First month rent remainder waived if applicant is willing to move into targeted development.

Project 62-004 only has three units in it and it is very hard to deconcentrate a project with this few units, as the turnaround is very low.

Project 62-002, and 005 are higher income projects than the other projects. The MHA suspects that this may be due to larger families and thus larger family incomes as these projects have several 3 and 4 and 5 bedroom units where other projects may not have these large of units. Also, this project is scattered with single-family units instead of duplexes and triplexes like other projects. People with higher incomes are able to wait for the scattered units to become available while people with lower income may have to take the higher turnover projects.

According to HUD, no development whose income is below 30% MFI can be considered above the Average Income of the Development. When applying the bedroom adjustment, all but one of MHA's projects are below the MFI for Pittsburg County. This one project is within the Deconcentration Guidelines. The one project that is not within the Deconcentration guidelines is below 30% MFI and therefore is exempt. All of MHA's developments are within Deconcentration limits or are below the 30% threshold and therefore are exempt and not subject to Deconcentration guidelines. The MFI of Pittsburg County for 2009 is \$43,800 which 30% would be \$13,140.

In conclusion, the Deconcentration Analysis did show a discrepancy in incomes among the projects owned by the MHA when using the average income. Even though the MHA developments are exempt, we will be using deconcentration policies to equalize development incomes.

## **Attachment E**

### **McAlester Housing Authority Resident Advisory Board 2009**

We sent letters to all MHA residents and Section 8 participants as well as contacted some by phone or in person. The names below represent the residents and participants that reviewed the plan and either submitted comments or reviewed the plan and had no comment.

Shirley Allen  
Tonya Woods  
Ashlea Barnes  
Robbie Spindle  
Michael Martin  
Kendra Ferguson  
Catherine Housely  
Betty Pickle  
Victoria Zearing  
Patricia Parks  
Blake Watkins  
Caleb Maynard



## **7. Capital Improvement Needs**

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 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 at Attachment (state name)

-or-

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

**We have also included the Performance and Evaluation Reports for the 2006, 2007, and 2008 CFPs.**

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

<b>Part I: Summary</b>		
<b>PHA Name: McAlester Housing Authority</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: OK56P06250106 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant: 2006</b> <b>FFY of Grant Approval: 2006</b>

**Type of Grant**  
 Original Annual Statement       Reserve for Disasters/Emergencies       Revised Annual Statement (revision no:3 )  
 Performance and Evaluation Report for Period Ending:       Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>	40,000.00	40,000.00	40,000.00	40,000.00
3	1408 Management Improvements	50,898.00	50,573.00	50,573.00	50,573.00
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	27,400.00	27,725.00	27,725.00	27,725.00
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	58,100.00	58,100.00	58,100.00	58,100.00
10	1460 Dwelling Structures	264,150.00	264,150.00	264,150.00	264,150.00
11	1465.1 Dwelling Equipment—Nonexpendable	0	0	0	0
12	1470 Non-dwelling Structures	0	0	0	0
13	1475 Non-dwelling Equipment	0	0	0	0
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
**Expires 4/30/2011**

<b>Part I: Summary</b>					
<b>PHA Name:</b> McAlester Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: OK56P06250106 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant:2006</b> <b>FFY of Grant Approval: 2006</b>			
<b>Type of Grant</b>					
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 3 )	
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending:				<input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	440,548.00	440,548.00	440,548.00	440,548.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities	25,000.00	31,100.00	31,100.00	31,100.00
23	Amount of line 20 Related to Security - Soft Costs	35,000.00	50,573.00	50,573.00	50,573.00
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
<b>Signature of Executive Director</b>			<b>Date</b>	<b>Signature of Public Housing Director</b>	

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

<b>Part II: Supporting Pages</b>								
PHA Name: McAlester Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: OK56P06250106 CFFP (Yes/ No): No Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2006</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA Wide	Operations	1406		40,000.00	40,000.00	40,000.00	40,000.00	Complete
PHA Wide	Management Improvements-Computer software/Security	1408	2 FT Security& 1 Pt Security	50,898.00	50,573.00	50,573.00	50,573.00	Complete
PHA Wide	Administration/duplication	1410	2000 copies	0	0	0	0	Deleted
PHA Wide	A/E Fees and Costs	1430	Architect services	27,400.00	27725.00	27725.00	27725.00	Complete
PHA Wide	Handicapped Accessibility Improvements/signs/access/parking	1450	10signs/10 repainting 1 mailbox 3 parking areas 8742Sq ft	31,100.00	31,100.00	31,100.00	31,100.00	Complete
OK062001	Install New HWT	1460	6	0	0	0	0	Deleted
OK062001	Improve Parking and Install Dumpster Pads	1450	8298sq ft	27,000.00	27,000.00	27,000.00	27,000.00	Complete
OK062001	Install Air conditioning, Ridgecrest, HVAC Grills, Protective Shrouds, Clean Air Ducts	1460	72units	264,150.00	264,150.00	264,150.00	264,150.00	Complete
OK062001	Purchase New Refrigerators	1465	0	0	0	0	0	Deleted

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

<b>Part II: Supporting Pages</b>								
PHA Name: McAlester Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: OK56P06250106 CFFP (Yes/ No): No Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2006</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
OK062001	Purchase New Ranges	1465	0	0	0	0	0	Deleted
OK062002	Purchase New Refrigerators	1465	0	0	0	0	0	Deleted
OK062002	Purchase New Ranges	1465	0	0	0	0	0	Deleted
OK062002	Install New HWT	1460	0	0	0	0	0	Deleted
OK062005	Install New HWT	1460	0	0	0	0	0	Deleted
OK062005	Purchase new Ranges	1465	0	0	0	0	0	Deleted
OK062005	Purchase New Refrigerators	1465	0	0	0	0	0	Deleted
PHA Wide	Digital Camera	1475	0	0	0	0	0	Deleted
<b>Totals</b>					\$440,548.00	\$440,548.00	\$424,650.00	\$440,548.00

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name: McAlester Housing Authority				<b>Federal FFY of Grant: 2006</b>	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PHA Wide	6/30/08		3/31/08	6/30/09	Contractor ended sooner than expected
OK062001	6/30/08		3/31/08	6/30/09	
OK062002	6/30/08		3/31/08	6/30/09	
OK062005	6/30/08		3/31/08	6/30/09	

<sup>1</sup> Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

<b>Part I: Summary</b>		
<b>PHA Name:</b> McAlester Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: OK56P06250107 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant: 2007</b> <b>FFY of Grant Approval: 2007</b>

**Type of Grant**  
 Original Annual Statement     Reserve for Disasters/Emergencies     Revised Annual Statement (revision no:2)  
 Performance and Evaluation Report for Period Ending: 12/31/2008     Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>	40,000.00	40,000.00	40,000.00	40,000.00
3	1408 Management Improvements	60,882.00	60,882.00	60,882.00	48,217.40
4	1410 Administration (may not exceed 10% of line 21)	1,000.00	400.00	400.00	400.00
5	1411 Audit	0	0	0	0
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	27,400.00	27,400.00	27,400.00	21,920.00
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	20,000.00	22,500.00	22,500.00	0
10	1460 Dwelling Structures	233,000.00	256,123.91	121,137.82	83,243.18
11	1465.1 Dwelling Equipment—Nonexpendable	9,200.00	13,200.00	4,828.00	4,828.00
12	1470 Non-dwelling Structures	0	0	0	0
13	1475 Non-dwelling Equipment	31,000.00	1,976.09	1,976.09	1,976.09
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 4/30/2011

<b>Part I: Summary</b>					
<b>PHA Name:</b> McAlester Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: OK56P06250107 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant: 2007</b> <b>FFY of Grant Approval: 2007</b>			
<b>Type of Grant</b> <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 2) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2008 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	\$422,482.00	\$422,482.00	\$279,123.91	\$200,584.67
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs	60,882.00	60,882.00	60,882.00	48,217.40
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
<b>Signature of Executive Director</b>		<b>Date</b>		<b>Signature of Public Housing Director</b>	
				<b>Date</b>	

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.



<b>Part II: Supporting Pages</b>								
PHA Name: McAlester Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: OK56P06250107 CFFP (Yes/ No): Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2007</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA Wide	Operations	1406		40,000.00	40,000.00	40,000.00	40,000.00	Complete
PHA Wide	Management Improvements- Computer software/Security	1408	2FT &1PT security	60,882.00	60,882.00	60,882.00	48,217.40	In Progress
PHA Wide	Administration/duplication	1410	2000 copies/binding	1,000.00	400.00	400.00	400.00	Complete
PHA Wide	A/E Fees and Costs	1430	1 Architect	27,400.00	27,400.00	27,400.00	21,920.00	In Progress
OK062001	New Ranges	1465	7	1,750.00	0	0	0	Deleted
OK062001	New HWT	1460	6	2,500.00	0	0	0	Deleted
OK062001	New refrigerators	1465	12	2,900.00	4,828.00	4,828.00	4,828.00	Complete
PHA Wide	Remove/Replace Shingle roofs	1460	103units & 1 Community Building	108,000.00	256,123.91	121,137.82	83,243.18	In Progress
OK062001	Ponding/Landscaping 1575, 1551, 1559	1450	2000sqft	20,000.00	22,500.00	22,500.00	0	In Progress
OK062001	Maintenance Truck	1475	1	25,000.00	0	0	0	Alt year
OK062002	New Refrigerators	1465	12	1,050.00	4,872.00	0	0	Not Started
OK062002	New Ranges	1465	5	1,750.00	1,750.00	0	0	Not Started

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.



<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name: McAlester Housing Authority				<b>Federal FFY of Grant: 2007</b>	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PHA Wide	6/09		12/09		
OK062001	6/09		12/09		
OK062002	6/09		12/09		
OK062003	6/09		12/09		

<sup>1</sup> Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

<b>Part I: Summary</b>		
<b>PHA Name: McAlester Housing Authority</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: OK56P06250108 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant: 2008</b> <b>FFY of Grant Approval: 2008</b>

**Type of Grant**  
 Original Annual Statement     Reserve for Disasters/Emergencies     Revised Annual Statement (revision no:1 )  
 Performance and Evaluation Report for Period Ending: 12-31-08     Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>	40,000.00	45,000.00		
3	1408 Management Improvements	62,434.00	65,124.91		
4	1410 Administration (may not exceed 10% of line 21)	1,000.00	1,000.00		
5	1411 Audit	0			
6	1415 Liquidated Damages	0			
7	1430 Fees and Costs	27,400.00	27,400.00		
8	1440 Site Acquisition	0			
9	1450 Site Improvement	4,164.00	72,000.00		
10	1460 Dwelling Structures	291,118.00	164,091.09		
11	1465.1 Dwelling Equipment—Nonexpendable	8,500.00	20,000.00		
12	1470 Non-dwelling Structures	0			
13	1475 Non-dwelling Equipment	25,000.00	65,000.00		
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
**Expires 4/30/2011**

<b>Part I: Summary</b>					
<b>PHA Name:</b> McAlester Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: OK56P06250108 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant:2008</b> <b>FFY of Grant Approval: 2008</b>			
<b>Type of Grant</b> <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1 ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12-31-08 <input type="checkbox"/> Final Performance and Evaluation Report					
<b>Line</b>	<b>Summary by Development Account</b>	<b>Total Estimated Cost</b>		<b>Total Actual Cost <sup>1</sup></b>	
		<b>Original</b>	<b>Revised <sup>2</sup></b>	<b>Obligated</b>	<b>Expended</b>
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	\$459,616.00	\$459,616.00		
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs	62,434.00	65,124.91		
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
<b>Signature of Executive Director</b>		<b>Date</b>		<b>Signature of Public Housing Director</b>	
				<b>Date</b>	

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

<b>Part II: Supporting Pages</b>								
PHA Name: McAlester Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: OK56P06250108 CFPP (Yes/ No): Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2008</b>			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA Wide	Operations	1406		40,000.00	45,000.00	0.00		Not Started
PHA Wide	Management Improvements	1408	1FT & 3 Pt Security	62,434.00	65,124.91			Not Started
PHA Wide	Administration	1410	2000copies	1,000.00	1,000.00			Not Started
PHA Wide	A/E Fees and Costs	1430	1 Architect	27,400.00	27,400.00			Not Started
PHA Wide	Office Copier	1475	1	0.00	15,000.00			
PHA Wide	Tree Pruning/Removal, Sidewalks, ponding problems	1450	30 Trees,	4,164.00	10,000.00			Not Started
PHA Wide	Remove/replace/repair siding, soffit fascia Guttering- insurance	1460	6000sqft	0.00	33,978.60			Not Started
PHA Wide	Install Smoke/Carbon Monoxide Detectors	1460	274	10000.00	0.00			Alt Year
PHA Wide	Landscaping/Site improvements/Ponding	1450	6000sqft	0.00	20,000.00			Not Started
PHA Wide	Repaint parking lines/HC spaces	1450	100	0.00	2,000.00			Not Started
OK062001	Parking and Dumpster Pads	1450	6000sqft	0.00	30,000.00			Not Started
OK062001	Replace Storm Windows on burnout units, 1549,1554, 1556-	1460	3 units	0.00	3,000.00			Not Started
OK062001	New Refrigerators	1465	8	2,000.00	3,000.00			Not Started
OK062001	New Ranges	1465	8	1,400.00	2,000.00			Not Started
OK062001	New HWT	1460	4	1,000.00	1,800.00			Not Started
OK062001	New Maintenance Truck- flat & utility	1475	2	25,000.00	50,000.00			Not Started
OK062002	New Refrigerators	1465	7	700.00	3,000.00			Not Started
OK062002	New Ranges	1465	7	1,000.00	2,000.00			Not Started

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

<b>Part II: Supporting Pages</b>								
PHA Name: McAlester Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: OK56P06250108 CFFP (Yes/ No): Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2008</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
OK062002	New HWT	1460	4	750.00	1,600.00			Not Started
OK062002	Replace Tub, Surrounds, Faucets-43	1460	43 Units	120,618.00	0.00			Alt Year
OK062003	New Refrigerators-2	1465	8	700.00	3,000.00			Not Started
OK062003	New Ranges	1465	7	1,000.00	2,000.00			Not Started
OK062003	New Shower Stalls/tubs, faucets-63	1460	63Units	158,000.00	85,000.00			Not Started
OK062003	Remove/install Floor Tile-5000 sf	1460	5000sqft	0.00	25,000.00			Not Started
OK062005	New Refrigerators-2	1465	7	700.00	3,000.00			Not Started
OK062005	New Ranges-2	1465	8	1,000.00	2,000.00			Not Started
OK062005	New HWT-2	1460	4	750.00	1,600.00			Not Started
OK062002	Roofs-	1460	73sq	0.00	12,112.49			Not Started
OK062004	Widen Driveways-3	1450	3	0.00	10,000.00			Not Started
	Total			459,616.00	459,616.00	0.00	0.00	

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name: McAlester Housing Authority				<b>Federal FFY of Grant: 2008</b>	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PHA Wide	6/10		6/11		
OK062001	6/10		6/11		
OK062002	6/10		6/11		
OK062003	6/10		6/11		
OK062004	6/10		6/11		
OK062005	6/10		6/10		

<sup>1</sup> Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.



Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

<b>Part I: Summary</b>					
<b>PHA Name: McAlester Housing Authority</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: OK56S06250109 Replacement Housing Factor Grant No: Date of CFFP:			<b>FFY of Grant: 2009</b> <b>FFY of Grant Approval: 2009</b>
<b>Type of Grant</b> <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	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	27,400.00			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	542,383.00			
11	1465.1 Dwelling Equipment—Nonexpendable	12,000.00			
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
**Expires 4/30/2011**

<b>Part I: Summary</b>					
<b>PHA Name:</b> McAlester Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: OK56S06250109 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant:2009</b> <b>FFY of Grant Approval: 2009</b>			
<b>Type of Grant</b>					
<input checked="" type="checkbox"/> <b>Original Annual Statement</b>		<input type="checkbox"/> <b>Reserve for Disasters/Emergencies</b>		<input type="checkbox"/> <b>Revised Annual Statement (revision no:     )</b>	
<input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b>			<input type="checkbox"/> <b>Final Performance and Evaluation Report</b>		
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	581,783.00			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures	317,972.00			
<b>Signature of Executive Director</b>		<b>Date</b>		<b>Signature of Public Housing Director</b>	
				<b>Date</b>	

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

<b>Part II: Supporting Pages</b>								
PHA Name: McAlester Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: OK56S06250109 CFFP (Yes/ No): NO Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2009</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA Wide	A/E Fees and Costs	1430	1 Architect	27,400.00				Not Started
PHA Wide	Refrigerators	1465	30 Fridges	12,000.00				Not Started
PHA Wide	Remove & Replace with new Carbon Monoxide/smoke detectors 274	1460	274	22,000.00				Not Started
OK062000001	Remove aluminum Windows, replace with new energy efficient windows-43	1460	479 Windows	177,310.00				Not Started
OK062000001	Remove/Replace Light Fixtures-98 units	1460	597 Lights	50,000.00				Not Started
OK062000002	Remove/Replace with New light Fixtures-43	1460	329 Lights	27,537.00				Not Started
OK062000002	Remove/replace tubs, faucets/surrounds- 43	1460	43 Tub	62,000.00				Not Started
OK062000002	Remove/Replace countertops/sinks/faucets-20	1460	20 countertops	15,000.00				Not Started
OK062000002	Remove aluminum Windows, replace with new energy efficient windows-43	1460	395 Windows	140,662.00				Not Started
OK062000002	Remove/Replace Bedroom Bi-fold closet doors with regular doors 43	1460	114 doors	36,000.00				Not Started
OK062000002	Remove/replace tubs, faucets/surrounds 3	1460	3 tubs	4,874.00				Not Started
OK062000002	Install living room lighting-40	1460	40 lights	7,000.00				Not Started
	<b>Totals</b>			581,783.00				

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name: McAlester Housing Authority				<b>Federal FFY of Grant: 2009</b>	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PHA Wide	3/17/10		12/31/10		
OK062000001	3/17/10		12/31/10		
OK062000002	3/17/10		12/31/10		

<sup>1</sup> Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

<b>Part I: Summary</b>		
<b>PHA Name: McAlester Housing Authority</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: OK56P06250109 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant: 2009</b> <b>FFY of Grant Approval: 2009</b>

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>	40,000.00			
3	1408 Management Improvements	60,491.00			
4	1410 Administration (may not exceed 10% of line 21)	500.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	27,400.00			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	309,725.00			
11	1465.1 Dwelling Equipment—Nonexpendable	13,500.00			
12	1470 Non-dwelling Structures	2,000.00			
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
**Expires 4/30/2011**

<b>Part I: Summary</b>						
<b>PHA Name:</b> McAlester Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: OK56P06250109 Replacement Housing Factor Grant No: Date of CFFP:			<b>FFY of Grant: 2009</b> <b>FFY of Grant Approval: 2009</b>	
<b>Type of Grant</b> <input checked="" type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no:                      )</b> <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)	6,000.00				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	459,616.00				
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs	60,491.00				
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures	244,225.00				
<b>Signature of Executive Director</b>		<b>Date</b>		<b>Signature of Public Housing Director</b>		
				<b>Date</b>		

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

<b>Part II: Supporting Pages</b>								
PHA Name: McAlester Housing Authority			Grant Type and Number Capital Fund Program Grant No: OK56P06250109 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2009		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA Wide	Operations	1406		40,000.00				
PHA Wide	Management Improvements	1408	2FT & 1 Pt Security	60,491.00				
PHA Wide	Administration	1410	2000copies	500.00				
PHA Wide	A/E Fees and Costs	1430	1 Architect	27,400.00				
PHA Wide	New Ranges-20	1465	20	5,500.00				
PHA Wide	New Refrigerators-20	1465	20	8,000.00				
PHA Wide	New HWT-12	1460	12	5,000.00				
OK062000001	Remove aluminum Windows, replace with new energy efficient windows mad/mon	1460	230 Windows	80,965.00				
OK062000001	Replace old sewer drains in unit 5/yr	1460	5 units	7,500.00				
OK062000001	Community Building Remove aluminum Windows, replace with new energy efficient windows	1470	6 Windows	2,000				
OK062000001	Remove/replace Weather-stripping/door sweep/threshold entry and rear doors-	1460	125units	37,000.00				
OK062000002	Remove aluminum Windows, replace with new energy efficient windows-05- 40-	1460	327windows	124,260.00				

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
**Expires 4/30/2011**

<b>Part II: Supporting Pages</b>								
PHA Name: McAlester Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: OK56P06250109 CFFP (Yes/ No): Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2009</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
OK062000003	Remove replace floor tile	1460	5000 sqft	25,000.00				
OK062000001	Remove/Replace Porch Posts With new plastic posts	1460	104 units	30,000.00				
PHA Wide	Contingency	1502		6000.00				
	Totals			\$459,616.00				

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.



<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name: McAlester Housing Authority				Federal FFY of Grant: 2009	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PHA Wide	6/30/11		6/30/13		
OK062000001	6/30/11		6/30/13		
OK062000002	6/30/11		6/30/13		
OK062000003	6/30/11		6/30/13		

<sup>1</sup> Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

**PART I: SUMMARY**

PHA McAlester Housing Authority/ OK062		Locality (McAlester, Pittsburg County, OK)				<input type="checkbox"/> Original 5-Year Plan	<input checked="" type="checkbox"/> Revision No: 5
A.	Development Number and Name	Work Statement for Year 1 FFY __2009__	Work Statement for Year 2 FFY __2010__	Work Statement for Year 3 FFY ____2011____	Work Statement for Year 4 FFY ____2012____	Work Statement for Year 5 FFY __2013__	
B.	Physical Improvements Subtotal	Annual Statement	325,020.00	281,498.00	310,597.00	204,660.00	
C.	Management Improvements		64,196.00	65,000.00	56,624.00	50,000.00	
D.	PHA-Wide Non-dwelling Structures and Equipment		2,500.00	36,000.00	20,000.00	175,000.00	
E.	Administration		500.00	1,000.00	5,000.00	1,000.00	
F.	Other		27,400.00	36,118.00	27,400.00	27,400.00	
G.	Operations		40,000.00	40,000.00	40,000.00	40,000.00	
H.	Demolition						
I.	Development						
J.	Capital Fund Financing – Debt Service						
K.	Total CFP Funds		\$459,616.00	\$459,616.00	\$459,616.00	\$498,060.00	
L.	Total Non-CFP Funds						
M.	Grand Total		\$459,616.00	\$459,616.00	\$459,616.00	\$498,060.00	

**Part II: Supporting Pages – Physical Needs Work Statement(s)**

Work Statement for Year 1 FFY ____2009____	Work Statement for Year ____2____ FFY ____2010____			Work Statement for Year: ____2____ FFY ____2010____		
	<b>Development Number/Name</b> General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
SEE	PHA Wide 1450-Landscaping, Tree Pruning/ Sidewalk repair, Site improvements/Ponding-	1000sqft	5,000.00	OK062000003 1460-Remove aluminum Windows, replace with new energy efficient windows-03	63 units	191,520.00
ANNUAL	PHA Wide 1450-Handicap Parking Improvements	2000 sqft	10,000.00	OK062000003 1460-Remove/Replace Floor tile	5,000 sqft	25,000.00
Statement	PHA Wide 1465 New Ranges	20Ranges	5,500.00			
	PHA Wide 1465 New Refrigerators	20Refrigerators	8,000.00			
	PHA Wide 1460 New HWT	12 tanks	5,000.00			
	OK062000001 1460-Replace old sewer drains in unit 5/yr	5units	7,500.00			
	OK062000001 1470-Widen garage door, install garage door opener	1door	10,500.00			
	OK062000002 1460-Remove aluminum Windows, replace with new energy efficient windows-04-	3 units	12,000.00			
	OK062000002 1450 Widen Driveways-05	40 units	45,000.00			
				Subtotal of Estimated Cost		\$325,020.00

**Part II: Supporting Pages – Physical Needs Work Statement(s)**

Work Statement for Year 1 FFY _____ 2009	Work Statement for Year _____ 3 _____ FFY _____ 2011			Work Statement for Year: _____ 3 _____ FFY _____ 2011		
	<b>Development Number/Name</b> General Description of Major Work Categories	Quantity	Estimated Cost	<b>Development Number/Name</b> General Description of Major Work Categories	Quantity	Estimated Cost
SEE	PHA Wide-1450-Landscaping, Tree Pruning/ Sidewalk repair, Site improvements/Ponding	2000 sf	7,782.00	OK062000001-1450 Repair/replace fencing	4000 lf	3,000.00
ANNUAL	PHA Wide-1465 New Ranges	20	5,500.00	OK062000002--1450 Widen Driveways—02	43 units	50,000.00
Statement	PHA Wide-1465 New Refrigerators	20	8,000.00	OK062000003--1450- Remove/Replace Water Cutoffs with new	31 buildings	12,000.00
	PHA Wide-1460 New HWT	12	5,000.00	OK062000003--1470 New Carpet for main office	2000 sf	8,000.00
	OK062000001-1470-Put in New Ceiling in community building, more energy efficient?	2000 Sqft	20,000.00	OK062000001 –1460 Remove/Replace Screen doors with storm doors	125 units	67,000.00
	OK062000001-1460-Remove Existing wall lights to ceiling lights 0 br units except bath	21 units	18,716.00	OK062000001-1460- Remove, Replace AC/Heat ductwork?/Registers	98 units	100,000.00
	OK062000001-1470-Remove/Replace heat and air-conditioning at Ridgecrest office.	1 heat/air unit	5,000.00			
	OK062000001-1460-Replace old sewer drains in unit 5/yr	5 units	7,500.00			
				Subtotal of Estimated Cost		\$317,498.00

**Part II: Supporting Pages – Physical Needs Work Statement(s)**

Work Statement for Year 1 FFY _____ 2009	Work Statement for Year _____ 4 _____ FFY _____ 2012			Work Statement for Year: _____ 4 _____ FFY _____ 2012		
	<b>Development Number/Name</b> General Description of Major Work Categories	Quantity	Estimated Cost	<b>Development Number/Name</b> General Description of Major Work Categories	Quantity	Estimated Cost
SEE	PHA Wide-1450- Landscaping, Tree Pruning/ Sidewalk repair, Site improvements/Ponding	2000 sf	5,782.00	OK062000002- Additional Attic insulation installed-	86Units	74,970.00
ANNUAL	PHA Wide-1465 New Ranges	20 Ranges	5,500.00	OK062000002- Remove/replace tubs, faucets/surrounds	40 Units	58,000.00
Statement	PHA Wide-1465 New Refrigerators	20 Refrigerators	8,000.00	OK062000003- Remove/Replace weather-stripping, thresholds, door sweeps-	63 Units	18,500.00
	PHA Wide-1460 New HWT	12 Hot water tanks	5,000.00	OK062000002- Remove/Replace weather-stripping, thresholds, door sweeps	86 Units	25,000.00
	OK062000001-1475- Dumpsters	3 Dumpsters	10,000.00			
	OK062000001- Replace old sewer drains in unit 5/yr	5 Units	7,500.00			
	OK062000003- Additional Attic insulation installed	63Units	102,340.00			
			\$	Subtotal of Estimated Cost		\$320,592.00

**Part II: Supporting Pages – Physical Needs Work Statement(s)**

Work Statement for Year 1 FFY ____2009____	Work Statement for Year ____5____ FFY ____2013____			Work Statement for Year: ____5____ FFY ____2013____		
	<b>Development Number/Name</b> General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
SEE	PHA Wide- 1450- Landscaping, Tree Pruning/ Sidewalk repair, Site improvements/Ponding	3000 sf	8,000.00	PHA Wide- 1460-Add larger more identifiable unit numbers to the units.	274 Units	5,000.00
ANNUAL	PHA Wide-1465 New Ranges-	20 Ranges	5,500.00			
Statement	PHA Wide-1465 New Refrigerators-	20 Refrigerators	8,000.00			
	PHA Wide-1460 New HWT-	12 Hot water Tanks	5,000.00			
	OK062000001- Trash Vacuum	1-Vacuum	10,000.00			
	OK062000001- Additional Attic insulation installed-	114- units	135,660.00			
	OK062000001- Replace old sewer drains in unit 5/yr	5 units	7,500.00			
	OK062000001- Remove/Replace Water lines/cutoffs	10000 lf/40 cutoffs	30,000.00			
	OK062000001- Improve Playground, remove gravel, and install rubber matting.	500 sf	40,000.00			
	OK062000001- Remove Existing Chain link fence and install with wrought iron	4000 lf	100,000.00			
	Subtotal of Estimated Cost			Subtotal of Estimated Cost		\$354,660.00

<b>Part III: Supporting Pages – Management Needs Work Statement(s)</b>				
Work Statement for Year 1 FFY ____2009____	Work Statement for Year _____2_____ FFY ____2010_____		Work Statement for Year: ____3_____ FFY ____2011_____	
	<b>Development Number/Name</b> General Description of Major Work Categories	Estimated Cost	<b>Development Number/Name</b> General Description of Major Work Categories	Estimated Cost
SEE				
ANNUAL	PHA Wide-1406-Operations	40,000.00	PHA Wide -1406-Operations	40,000.00
Statement	PHA Wide-1408 Management Improvements	64,196.00	PHA Wide -1408 Management Improvements	65,000.00
	PHA Wide-1410 Administration	500.00	PHA Wide- 1410 Administration	1,000.00
	PHA Wide-1430 A/E Fees and Costs	27,400.00	PHA Wide -1430 A/E Fees and Costs	27,400.00
	PHA Wide-1475-Typewriters for Staff 5 typewriters	2,500.00	PHA Wide Contingency-1502	8,718.00
	Subtotal of Estimated Cost	\$134,596.00	Subtotal of Estimated Cost	\$142,118.00





# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

## **HOUSING AUTHORITY OF THE CITY OF McALESTER, OK**

**Resolution Number:** \_\_\_\_\_

**Date of Adoption:** \_\_\_\_\_

### **504 Compliance Statements**

**This document will be kept in an accessible location and can be examined by individuals with disabilities Monday through Friday between the hours of 9am and 4pm.**

**MHA will provide assistance to individuals with disabilities to insure equal access to this document.**

**See "504 Equal Access Statement" inside front cover.**

## **504 Equal Access Statement**

**For mobility impaired persons -- a copy of this document is kept at the main office located at 620 W. Kiowa, McAlester, which is an accessible facility on an accessible route. Individuals with disabilities may examine the document Monday through Friday between the hours of 9 AM and 4 PM. You must phone in to make arrangements to examine this document. Please call 426-0335. If you are hearing impaired, use the TDD number given below.**

**For vision impaired persons -- the Authority will provide a staff person to assist a vision impaired person in reviewing this document. Assistance may include: describing the contents of the document, reading the document or sections of the document, or providing such other assistance as may be needed.**

**For the hearing impaired -- If any individual with a hearing impairment is interested in examining this document or has questions concerning this document, please call 426-0335 (TDD) between the hours of 9 AM and 4 PM or come to our office located at 620 W. Kiowa, McAlester, to make an appointment. The Authority will provide assistance to the hearing impaired that may include the provision of a sign language interpreter at a time convenient to both the Authority and the hearing impaired individual.**

**Assistance to insure equal access to this document will be provided in a confidential manner and setting. The disabled individual is responsible for providing his/her own transportation to and from the location where this document is kept.**

**All hearings or meetings required by this document will be conducted in accessible location with appropriate assistance provided if a disabled individual is involved. The disabled individual is responsible for providing his/her own transportation to and from the hearing or meeting location.**

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# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

This Admissions and Continued Occupancy Policy defines the McAlester Housing Authority's policies for the operation of the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

This Policy governs admission and occupancy of public housing administered by the Housing Authority of the City of McAlester. It is the intent of the Authority to ensure decent, safe, and sanitary housing for families of limited income in all public housing units owned or operated by the Authority under the United States Housing Act of 1937, as amended.

## **1.0 FAIR HOUSING**

The policy of the McAlester Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The McAlester Housing Authority shall affirmatively further fair housing in the administration of its public housing program.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the McAlester Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the McAlester Housing Authority will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the McAlester Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The McAlester Housing Authority will assist any family that believes they have suffered illegal discrimination by providing the family with copies of the appropriate housing discrimination forms. The McAlester Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

## **2.0 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the McAlester Housing Authority housing programs and related



services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the McAlester Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the McAlester Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

## **2.1 COMMUNICATION**

The application has a question for people requesting a Reasonable Accommodation. When the application interview is conducted, anyone requesting a Reasonable Accommodation will be given a Reasonable Accommodation form.

Notifications of reexamination, inspection, an appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

## **2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition.)

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the McAlester Housing Authority will obtain verification that the person requesting the accommodation is a person with a disability.

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the McAlester Housing Authority will obtain documentation that the requested accommodation is needed due to the disability.

The McAlester Housing Authority will not inquire as to the nature of the disability.

- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The McAlester Housing Authority's business is housing. If the request would alter the fundamental business that the McAlester Housing Authority conducts, that would not be reasonable. For instance, the McAlester Housing Authority would deny a request to have the McAlester Housing Authority do grocery shopping for a person with disabilities.
  2. Would the requested accommodation create an undue hardship? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the McAlester Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is he or she needs; however, the McAlester Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the McAlester Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the McAlester Housing Authority's programs and services, the McAlester Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the McAlester Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the McAlester Housing Authority will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the McAlester Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e., allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

### **3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS**

All applicants that appear to be experiencing difficulties communicating in English will be asked if they need to communicate in a language other than English (including sign language or Braille). Their needs will be accommodated as much as possible. If another family member or a friend can translate, this option will be utilized to the maximum degree possible. The McAlester Housing Authority will attempt to find interpreters who speak languages other than English in order to assist non-English speaking families.

The McAlester Housing Authority shall do its best, within reason, to assist people with Limited English Proficiency (LEP). This shall be accomplished by assessing the need of LEP persons using the four factors described in the January 22, 2007 Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice published in the Federal Register. The McAlester Housing Authority shall balance these factors in deciding what to do:

- A. The number or proportion of LEP persons served or encountered in the eligible service area;
- B. The Frequency with which LEP individuals come in contact with the program;
- C. The nature and importance of the program, activity, or service provided by the program; and
- D. The resources available to the Housing Authority and costs.

Depending upon what this analysis reveals, the McAlester Housing Authority may or may not prepare a Language Access Plan (LAP). If a LAP is needed, the guidance outlined in the above reference Notice shall be utilized.

In addition, the McAlester Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English. Finally, the McAlester Housing Authority shall utilize multilingual "I speak" cards to the maximum degree possible."

### **4.0 FAMILY OUTREACH**

When the waiting list reflects the need, the McAlester Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income,

very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers, the McAlester Housing Authority may distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The McAlester Housing Authority will also try to utilize public service announcements.

The McAlester Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

## **5.0 RIGHT TO PRIVACY**

All adult members of both applicant and tenant households are required to annually sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

## **6.0 REQUIRED POSTINGS**

In each of its offices, the McAlester Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. Income Limits for Admission
- E. Utility Allowance Schedule
- F. Current Schedule of Routine Maintenance Charges

- G. Dwelling Lease
- H. Grievance Procedure
- I. Fair Housing Poster
- J. Equal Opportunity Employer Poster
- K. Any current McAlester Housing Authority Notices

## **7.0 TAKING APPLICATIONS**

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted at the following location:

**McAlester Housing Authority  
620 W. Kiowa  
McAlester, OK 74501**

Applications are taken to compile a waiting list. Due to the demand for housing in the McAlester Housing Authority jurisdiction, the McAlester Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted from all applicants and the McAlester Housing Authority will verify the information.

Applications may be made in person at the **McAlester Housing Authority, 620 W. Kiowa, McAlester, OK 74501** on **Tuesdays, Wednesdays, and Thursdays from 9:00am to 4:00pm. Applications will not be accepted the first 6 days of each month so that rent may be taken.** Applications will be mailed to interested families upon request. Unless an applicant requests a Reasonable Accommodation for a disability, applications must be returned to the McAlester Housing Authority in person so that a Release of Information form can be signed and other verification documents may be obtained.

The completed application will be dated and time stamped upon its return to the McAlester Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the McAlester Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is (918) 426-0335.

The date and time the application is received will be noted on the application form. All data is subject to verification. The completed application must be signed by an adult member of the family.

Upon receipt of the family's application, the McAlester Housing Authority will place the family on the appropriate waiting list according to their time and date. Then the McAlester Housing Authority will begin the verification process to determine eligibility or ineligibility. Once a determination of eligibility or ineligibility has been established, the McAlester Housing Authority will notify the family in writing of eligibility or ineligibility. If the McAlester Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The McAlester Housing Authority will annotate the applicant's file and will update their place on the waiting list.

The McAlester Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

An applicant must contact the Authority every 6 months to indicate continued interest and update any information regarding the application. If an applicant fails to notify the Authority within the specified time, the Authority will remove the application from its active files. At times, the McAlester Housing Authority may send a processing letter to applicants if the MHA determines that the waiting list needs to be purged of applicants that may no longer be interested in housing. The applicant will be sent a 7 day processing letter. The applicant will be taken off the waiting list if they do not respond within the 7 days. If the Housing Authority needs more information or further verifications to finish processing the application, the 7 day letter will state what information the Housing Authority needs to finish processing the applicant's application. If the applicant does not respond to the letter with the proper information, the applicant will be removed from the waiting list.

The Authority will keep a copy of each resident's Application for Admission in the resident's file. Any other occupancy information the Authority collects will be retained for at least three years or until audited by HUD, whichever occurs later. This will include data on current applicants and residents, and applications from persons who were never admitted.

A preliminary application will be taken on anyone wishing to be added to an established lease and household. This person will undergo the same screening procedures as if they were applying for a separate house.

## 8.0 ELIGIBILITY FOR ADMISSION

### 8.1 INTRODUCTION

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the McAlester Housing Authority screening criteria in order to be admitted to public housing. Applicants must be at least 18 years of age or emancipated by the court to be eligible for admission to the McAlester Housing Authority as the Head of Household.

### 8.2 ELIGIBILITY CRITERIA

#### A. Family Status.

1. **A family with or without children.** Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship. Two or more persons who are not so related, but are regularly living together and can verify shared income or resources, who will live together in Public Housing.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. **An elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.

3. A **near-elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
  - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family**, which is:
  - a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
  - d. For the purposes of qualifying for lo-income housing, this does not include a person whose disability is based solely on any drug or alcohol dependence.
5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a tenant family**.
7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.
8. **Involuntarily Displaced Applicant**
  - A. An applicant is or will be considered involuntarily displaced if applicant has vacated or will have to vacate his/her housing unit as a result of one or more of the following actions:
    1. A disaster, such as a fire or flood, that results in the applicant's unit being uninhabitable;



2. Activity carried on by an agency of the United States or by any State or local governmental body or agency in connection with code enforcement or a public improvement or development program; or
3. Action by a housing owner that results in an applicant's having to vacate his or her unit, where:
  - a. The reason for the owner's action is beyond an applicant's ability to control or prevent;
  - b. The action occurs despite an applicant's having met all previously imposed conditions of occupancy; and
  - c. The action taken is other than a rent increase.

B. An applicant also is involuntarily displaced if:

1. The applicant has vacated his/her housing unit as a result of actual or threatened physical violence directed against the applicant or one or more members of the applicant's family by a spouse or other member of the applicant's household; or
2. The applicant lives in a housing unit with such an individual who engages in such violence.

NOTE: The definition of displacement by domestic violence is clarified in two ways. First, the victim does not have to have a property right (such as a dwelling lease) to the unit where the violence has occurred. Second, the perpetrator of the violence may not reside with the applicant family after admission unless the Authority has given advance written approval.

3. The applicant has been displaced to avoid reprisals (witness relocation). This will apply when a family member has provided information on criminal activity to a law enforcement agency and, based on a threat assessment, the law enforcement agency recommends re-housing the family to avoid reprisals.

4. The applicant is displaced due to a hate crime. A hate crime means actual or threatened physical violence or intimidation against a person or the person's property that is based on the person's race, color, religion, sex, national origin, disability, or familial status.
5. The applicant is displaced by inaccessibility of a unit. This applies when a family member has a mobility or other impairment that makes the person unable to use critical elements of the unit and the owner is not legally obligated to make the necessary changes as a reasonable accommodation to the disabled person.

C. For purposes of A(3) above, reasons for an applicant's having to vacate a housing unit include, but are not limited to, conversion of an applicant's housing unit to non-rental or non-residential use; closure of an applicant's housing unit for rehabilitation or for any other reason; notice to an applicant that he or she must vacate a unit because the owner wants the unit for the owner's personal or family use or occupancy; sale of a housing unit in which an applicant resides under an agreement that the unit must be vacant when possession is transferred; or any other legally authorized act that results or will result in the withdrawal by the owner of the unit or structure from the rental market. Such reasons do not include the vacating of a unit by a resident as a result of actions taken because of the resident's refusal:

1. To comply with applicable program policies and procedures with respect to the occupancy of under-occupied and overcrowded units; or
2. To accept a transfer to another housing unit in accordance with a court decree or in accordance with such policies and procedures under a HUD-approved desegregation plan.

B. Income Eligibility

1. To be eligible for admission to developments or scattered-site units that were available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
2. Income limits apply only at admission and are not applicable for continued occupancy.

3. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the McAlester Housing Authority.
4. If the McAlester Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing residents.
5. Income limit restrictions do not apply to families transferring within the Public Housing Program.
6. Income limits for admission are established by the Department of Housing and Urban Development. No minimum income limits are established. **Appendix A** sets out the current income limits.
7. The McAlester Housing Authority may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.

C. Citizenship/Eligibility Status

To be eligible for public housing each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)), or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preferences to any United States citizen or national resident within Guam.

1. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the exception noted below.
  - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 13.5 for calculating rents under the noncitizen rule).

- c. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members must provide a Social Security number or certify that they do not have one. Adults must certify for minors.

E. Signing Consent Forms

- 1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
- 2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or the McAlester Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - b. A provision authorizing HUD or the McAlester Housing Authority to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
  - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed; and
  - e. A statement allowing the McAlester Housing Authority permission to access the applicant's criminal record with any and all police and/or law enforcement agencies.

**8.3 SUITABILITY**

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in compliance with the public housing lease. The McAlester Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a

family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, McAlester Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

B. The McAlester Housing Authority will consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, such as any utility payments and especially rent (this includes rent and damages owed to a private landlord. The MHA may overlook the rent owed to a private land lord if the applicant can prove the rent owed was due to inability to pay due to loss of employment. It is the applicant's responsibility to provide this information);
2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
4. History of disturbing neighbors or destruction of property;
5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

C. The McAlester Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The McAlester Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the head, spouse and co-head;
2. A rental history check of all adult family members;

3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the McAlester Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). This criminal background check will proceed after each adult household member has signed a consent form designed by the McAlester Housing Authority.

The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and eviction purposes. The information derived from the criminal background check shall be shared only with employees of the McAlester Housing Authority who have a job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to the McAlester Housing Authority's action has expired without a challenge or final disposition of any litigation has occurred;

4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No household with an individual registered under a State sex offender registration will be admitted to public housing.

- D. Where a person with disabilities is applying for public housing and the individual's eligibility for admission, level of benefits, or qualification for preferences or priorities does not depend upon his or her being a handicapped person, the Authority may not inquire about the existence, severity of any physical or mental impairment, nor require proof that the applicant is capable of independent living. However, to the extent necessary to determine eligibility and rent, the Authority may require an applicant to provide information about the nature and extent of his/her disability or related conditions.

- E. Any applicant who has previously been found ineligible for public housing within six months of application to the Authority shall not be eligible for housing until after the six month period has expired.
- F. Reference **Appendix B** (One Strike Policy)

#### **8.4 GROUND FOR DENIAL**

The McAlester Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent. This includes monies owed to any low income housing program, Section 8 program, other HUD funded program or any private landlord.”
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from federally assisted housing because of drug-related criminal activity;
- K. Are currently engaged in the illegal use of a controlled substance. For the purposes of this section, a member is “currently engaged in” the criminal activity if the person has engaged in this behavior recently enough to justify a reasonable belief that the behavior is current;

- L. The McAlester Housing Authority determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- M. Have engaged in or threatened abusive or violent behavior towards any McAlester Housing Authority staff or residents;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.
- R. If an applicant has been evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity (drug use, possession, or drug distribution) by any member of the applicant family, the applicant will be ineligible for admission to public housing and Section 8 assistance.
- S. Voluntary or involuntary admission of a drug activity and grounds for denial.
- T. The McAlester Housing Authority determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- U. Fugitive felons, parole violators and persons fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees

With respect to criminal activity described in this Section, The McAlester Housing Authority may require an applicant to exclude a household member in order to be admitted to public housing where that household member has participated in or been culpable for actions described in the that warrant denial



## 8.5 *INFORMAL REVIEW*

- A. If the McAlester Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the McAlester Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request in writing an informal review of the decision within 10 business days of the denial. The McAlester Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the McAlester Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the McAlester Housing Authority's decision. The McAlester Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The applicant may request that the McAlester Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant within 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 30 calendar days of receipt of the INS appeal decision.

For the applicants, the Informal Hearing Process above will be utilized with the exception that the applicant will have up to 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

## **9.0 MANAGING THE WAITING LIST**

### **9.1 OPENING AND CLOSING THE WAITING LIST**

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

### **9.2 ORGANIZATION OF THE WAITING LIST**

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size and then in order of date and time of application; and
- C. Any contacts between the McAlester Housing Authority and the applicant will be documented in the applicant file.

The Authority will indicate on the Community-wide Waiting List the following about each applicant family.

- race/ethnicity;
- determination of eligibility or ineligibility for selection;
- preference determination;
- date and unit offered and rejected, with reason for the rejection noted;
- date assigned to dwelling unit and identification of unit to which assigned;
- reason for removing applicant from consideration for housing (i.e., upon applicant's request, failure to communicate continued interest, or applicant no longer qualifies).

### **9.3 PURGING THE WAITING LIST**

The McAlester Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the McAlester Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences.

### **9.4 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

The McAlester Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program; or
- D. The applicant is housed.
- E. Applicants will be offered the right to an informal review before being removed from the waiting list.

### **9.5 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment with the McAlester Housing Authority may be sent a notice of termination of the process for eligibility.

The McAlester Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the McAlester Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

### **9.6 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the McAlester Housing Authority, in writing, that they have seven (7) business days from the date of the written correspondence to present mitigating circumstances or request in writing an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. The McAlester Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their

failure to respond to a request for information or updates was caused by a disability, the McAlester Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and will provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

## **10.0 TENANT SELECTION AND ASSIGNMENT PLAN**

### **10.1 PREFERENCES**

In selecting residents from among eligible applicants who meet the screening criteria, first consideration shall be given to matching the size and type unit (i.e., physically accessible or not) offered to the family's need.

The McAlester Housing Authority will select families based on the following local preferences within each bedroom size category based on our local housing needs and priorities:

- A. Involuntarily displaced applicants (see glossary), which are not living in standard permanent replacement housing (see glossary):
- B. Applicants living in substandard housing (see glossary):
- C. The applicant has vacated his/her housing unit as a result of actual or threatened physical violence directed against the applicant or one or more members of the applicant's family by a spouse or other member of the applicant's household or the applicant lives in a housing unit with such an individual who engages in such violence.

Any of the three preferences will be applied if eligible with equal weight for each. If more than one applicant has local preferences, application date and time will be used to prioritize.

The date and time of application will be noted and utilized to determine the sequence within each bedroom size category.

Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

**Buildings Designed for the Elderly and Disabled:** Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. Using these priorities, families will be selected from the waiting list using the preferences as outlined above.

**Buildings Designated as Elderly Only Housing:** The following McAlester Housing Authority projects/units have been approved by HUD as being designated for elderly only.

Project	Site	Number of Units
62-001	A,B,D	65
62-003	WK, SD	63

In filling vacancies in these units, first priority will be given to elderly families. If there are no elderly families on the list, next priority will be given to the near-elderly. If there are no near-elderly, units will be offered to families who qualify for the appropriate bedroom size. Using these priorities, families will be selected from the waiting list using the preferences as outlined above.

**Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features who reside in the development that has the vacancy. If there are no families residing in that development needing the accessible unit, it shall then be offered to families residing in other developments that may benefit from the accessible unit. If there are no families residing in the other developments needing the accessible unit, it shall then be offered to applicants on the waiting list who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above.

If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, will be requested to sign a lease rider stating they will accept a transfer (at the Housing Authority's expense) if, at a future time, a family requiring an accessible feature applies or a family requires a transfer from a non-accessible unit. Any family required to transfer will be given a 30-day notice.

## 10.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families.

In determining bedroom size, the McAlester Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children currently under a 50% or more joint custody decree, children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex will share a bedroom.
- B. Children of the opposite sex, both under the age of **6**, will share a bedroom.
- C. Children, with the possible exception of infants (under age 2), would not be required to share a bedroom with persons of different generations, including their parents.
- D. Foster-adults and/or foster-children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.
- F. Husband and wife will share a bedroom.

- G. Housing units shall be assigned as not to require the use of the living room for sleeping purposes.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines. A family may request a smaller unit size than the guidelines allow. The McAlester Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for 1 year or until the family size changes, whichever may occur first.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The McAlester Housing Authority will allow the larger size unit if the family provides a verified medical or disability related need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30 calendar day notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.
- E. Unit assignments will not be made which result in or perpetuate patterns of occupancy which would be inconsistent with Title VI of the Civil Rights Act of 1964 or the Fair Housing Act.

### ***10.3 SELECTION FROM THE WAITING LIST***

The McAlester Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To ensure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

#### ***10.4 DECONCENTRATION POLICY***

It is McAlester Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. We will accomplish this in a uniform and non-discriminating manner. We will accomplish this through incentives discussed in Section 10.5 DECONCENTRATION INCENTIVES.

The McAlester Housing Authority will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement. The Deconcentration Analysis for the McAlester Housing Authority is located as **Appendix C**.

#### ***10.5 DECONCENTRATION INCENTIVES***

The McAlester Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development. Any development with an average/median income +/- 15% of the MHA average/median income shall be identified as not meeting deconcentration requirements and is subject to the Deconcentration Policy and Deconcentration Incentives. Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner. An example of a deconcentration incentive would be to allow families to skip ahead on the waiting list if their income is such that it helps deconcentrate income levels of the McAlester Housing Authority projects. Some incentives the McAlester Housing Authority will offer include, but are not limited to the following:

1. Allow families to skip ahead on the waiting list if their income is such that it helps deconcentrate income levels of the McAlester Housing Authority projects.
2. Offer of a bigger unit so as to increase the appeal of the targeted development.
3. First month rent remainder waived if applicant is willing to move into targeted development.



## **10.6 OFFER OF A UNIT**

A list of McAlester Housing Authority units is attached as **Appendix D**.

When the McAlester Housing Authority discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The McAlester Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the family was contacted by telephone or from the date the letter was mailed to contact the McAlester Housing Authority regarding the offer.

The family will be offered the opportunity to view the unit. The family will have two (2) business days to view and accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file.

## **10.7 REJECTION OF UNIT**

If in making the offer to the family the McAlester Housing Authority skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the McAlester Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

Applicants may reject offers of vacancies without being moved from their place on the Community-wide Waiting List if rejection is not related to race, color, national origin, religion, sex, age, disability, or familial status:

- (1) To the Authority's satisfaction, based on clear evidence, the applicant is willing to accept the unit offered but is unable to move at the time of the offer; or
- (2) To the Authority's satisfaction, based on clear evidence, acceptance by the applicant of a given offer of a suitable vacancy will result in undue hardship; i.e., inaccessibility to source of employment or children's day care center.

The family will be offered the right to an informal review of the decision to alter their application status.

## **10.8 ACCEPTANCE OF UNIT**

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease, all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease. The lease will state that the grievance procedure, utility allowances, the current schedule of routine maintenance charges, and a request for reasonable accommodation form are all posted on the McAlester Housing Authority bulletin board located at 620 W. Kiowa, McAlester, OK and that copies will be provided to the tenant upon request. These documents will be explained in detail upon receipt. The applicant will sign a certification that they have received the lease and that they have reviewed it with Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the McAlester Housing Authority will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

## **10.9 SECURITY DEPOSITS**

The family will pay a security deposit at the time of lease signing. The security deposit will be a set amount determined by the Housing Authority. A schedule of security deposits is attached as **Appendix E**.

In exceptional situations, the McAlester Housing Authority reserves the right to allow a new resident to pay their security deposit in up to three (3) payments. One third shall be paid in advance, one third with their second rent payment, and one third with their third rent payment. This shall be at the sole discretion of the Housing Authority.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

The security deposit will be returned to the resident within 30 days after move-out, in a manner consistent with State and, if applicable, local law, if the following conditions are met:

- A. There is no unpaid rent and charges for which the resident is liable under the lease or as a result of breaching the lease;
- B. The unit and all equipment are left clear, and all trash and debris have been removed by the family;
- C. There is no breakage or damage beyond that expected from normal wear and tear; and
- D. All keys issued to the family are turned in to the Authority office when the family vacates the unit.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges and give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

If State law requires the payment of interest on security deposits, it shall be complied with.

The McAlester Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 30 days.

#### ***10.10 MISREPRESENTATIONS ON APPLICATION FOR ADMISSION***

If misrepresentations on Application for Admission result in housing an ineligible or unsuitable family, the family may be required to vacate even though currently eligible. If misrepresentations or failure to provide facts have resulted in payment of a lower Total Tenant Payment than should have been paid, the family will be required to pay the difference between the Total Tenant Payment paid and the amount which should have been paid. In justifiable cases, the Authority may take such other action as deemed reasonable.

#### ***10.11 DWELLING LEASE***

- A. The Authority shall utilize a lease that:

1. Does not contain unreasonable terms and conditions;
  2. Obligates the Authority to maintain the project in a decent, safe, and sanitary condition;
  3. Requires the Authority to give adequate written notice of termination of the lease which shall not be less than:
    - a. A reasonable time, but not to exceed 30 days, considering the seriousness of the situation when the health or safety of other tenants or Authority staff is threatened;
    - b. Fourteen days in the case of failure to pay rent; and
    - c. Twenty-four hour emergency notice to vacate for criminal and/or drug related activity, verbal/physical abuse, threats of violence, or any activity that threatens the health or safety of resident, MHA employees or the public; and
  4. Requires that the Authority may not terminate the tenancy except for serious or repeated violation of the terms or conditions of the lease or for other good cause.
- B. Each lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the Total Tenant Payment security deposit to be charged, the utility allowances, other charges under the lease, and the terms of occupancy. The lease shall be explained in detail to the applicant family before its execution. The lease shall be kept current at all times. Each adult member of the family accepted as a resident is required to execute the lease agreement prior to actual admission. One copy of the lease will be given to the family, and the original will be filed as part of the permanent records established for the family.
- C. If a resident family transfers to a different unit, the existing lease will be canceled. A new lease will be executed by each adult member of the family for the unit into which the family is to move.
- D. If any other change in a resident family's status results in the need to change or amend any provision of the lease, or if the Authority desires to waive a lease provision with respect to a resident family, (1) the existing lease is to be canceled and a new lease executed, or (2) an appropriate rider is to be prepared and executed by appropriate family members and Authority and made a part of the existing lease.

- E. Cancellation of a family's lease will be in accordance with the provisions of the lease.
- F. The current Grievance Procedure, set out in **Appendix F** attached hereto, is incorporated into the lease by reference. Resident families are entitled to utilize provisions of the Authority's Grievance Procedure to attempt settlement of disputes with the Authority.
- G. The dwelling lease shall be incorporated into this Admission/Occupancy policy by reference and is attached as **Appendix G**.

### ***10.12 POLICE OFFICERS IN HOUSING***

The MHA may admit police officers who are above income limits for the purpose of increasing security for residents of a public housing development. The PHA may allow police officers who would not otherwise be eligible for occupancy in public housing, to reside in a public housing dwelling unit.

A "police officer" means a person determined by the MHA to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State, or local government or by an agency of these governments.

As an incentive to increase officer interest, a police officer's income will not be considered in figuring tenant rent. a spouse or other adult resident income will be considered in figuring rent. In no case will an officer receive a utility reimbursement check. The police officer will sign a lease and will be subject to the terms thereof, the same as any other tenant. If a police officer loses his/her position with the approved Law Enforcement agency, the police officer will be subject to the same tenancy conditions as any other tenant in housing, including rent. An officer's income will be considered at the annual recertification and rent will be increased accordingly at that time.

## **11.0 INCOME, EXCLUSIONS, AND DEDUCTIONS FROM INCOME**

To determine annual income, the McAlester Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the McAlester Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

### ***11.1 INCOME***

Annual income means all amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual income includes, but is not limited to, the amounts specified in the federal regulations currently found in 24 CFR 5.609:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and

Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.
  - 1. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
    - i. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
    - ii. Are not otherwise excluded under paragraph Section 11.2 of this Policy.
  - 2. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
  - 3. Imputed welfare income
    - a. A family's annual income includes the amount of imputed welfare income (because of specified welfare benefits reductions resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to the McAlester Housing Authority by the welfare agency) plus the total amount of other annual income.

- b. At the request of the McAlester Housing Authority, the welfare agency will inform the McAlester Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the McAlester Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The McAlester Housing Authority will use this information to determine the amount of imputed welfare income for a family.
- c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition during the term of the welfare benefits reduction (as specified in information provided to the McAlester Housing Authority by the welfare agency).
- d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- e. The McAlester Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- f. If a resident is not satisfied that the McAlester Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the McAlester Housing Authority denies the family's request to modify such amount, then the McAlester Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the McAlester Housing Authority's determination of the amount of imputed welfare income. The McAlester Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.
- g. Relations with welfare agencies
  - 1) The McAlester Housing Authority will ask welfare agencies to inform it of any specified welfare benefits



reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the McAlester Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

- 2) The McAlester Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency and specified in the notice by the welfare agency to the housing authority. However, the McAlester Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
- 3) Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The McAlester Housing Authority shall rely on the welfare agency notice to the McAlester Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.

- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## ***11.2 ANNUAL INCOME***

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;

- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the McAlester Housing Authority governing board. No resident may receive more than one such stipend during the same period of time;
  - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and

training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. **Mandatory Earned Income Disregard (MEID).** The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received. Additionally, this exclusion is only available to the following families:
  - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years. Families must be in housing for at least 12 months before qualifying so that unemployment can be properly verified.
  - b. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job training program.
  - c. Families who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program.

TANF includes both regular monthly income and one-time benefits and/or services that total at least \$500 over a 6 month period.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48 month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

11. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
12. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
13. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
14. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
  - b. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
  - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
  - d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
  - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
  - f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
  - g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);

- h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407–1408);
- i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*, M.D.L. No. 381 (E.D.N.Y.);
- l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433);
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment

or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and

- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
- t. The \$600 transitional assistance subsidy, for applicants and tenants enrolled in the Medicare transitional assistance program, effective the date of receiving the benefits and any negotiated drug discounts received pursuant to the Medicare prescription drug discount card. This expires on May 15, 2006 or when the participant enrolls in the Medicare Prescription Drug Program.
- u. Any low-income subsidy received to assist low-income persons in paying for their Medicare Prescription Drug Program.

The McAlester Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

### ***11.3 DEDUCTIONS FROM ANNUAL INCOME***

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
  - 1. Un-reimbursed medical expenses of any elderly family or disabled family, including any fee paid by the participant for the Medicare prescription Drug Program; and
  - 2. Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.

- D. Reasonable childcare expenses for children 12 and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

#### **11.4 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME**

- A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) calendar days of receipt by the resident.
- B. The McAlester Housing Authority shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the McAlester Housing Authority shall, if appropriate, adjust the resident's rent beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the McAlester Housing Authority shall do one of the following:
  - 1. Immediately collect the back rent due to the agency;
  - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
  - 3. Terminate the lease and evict for failure to report income; or
  - 4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

#### **11.5 COOPERATING WITH WELFARE AGENCIES**

The McAlester Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency; and

- B. To provide written verification to the McAlester Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

## **12.0 VERIFICATION**

The McAlester Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full-time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### **12.1 ACCEPTABLE METHODS OF VERIFICATION**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or, for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by the following five verification methods acceptable to HUD, in the order of preference indicated:

#### **1. Up-front Income Verifications (UIV)**

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current UIV resources include the following:

- a. **Enterprise Income Verification (EIV)** – HUD’s online wage and benefit system that allows PHAs to verify tenant-reported income from an independent source in computerized form.
- b. **State Wage Information Collection Agencies (SWICAs)**
- c. **State systems for the Temporary Assistance for Needy Families (TANF) program**
- d. **Credit Bureau Information (CBA) credit reports**



**e. Internal Revenue Service (IRS) Letter 1722**

**f. Private sector databases (e.g. The Work Number)**

The McAlester Housing Authority will use additional UIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

It is important to note that UIV data will only be used to verify a participant's eligibility for participation in a rental assistance program and to determine the level of assistance the participant is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a participant until the McAlester Housing Authority has independently verified the UIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include the McAlester Housing Authority requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

Furthermore, the information the McAlester Housing Authority derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

**2. Third –Party Written Verifications**

This type of verification includes written documentation, with forms sent directly to and received directly from a source, not passed through the hands of the family. It may also be a report generated automatically by another government agency, i.e., Department of Welfare, Veterans Administration, etc.

Third-party written verifications may also be used to supplement Up-front Income Verifications. They will be utilized when there is a discrepancy of \$200 a month or more and the participant disputes the UIV results.

Third party verification of SS and SSI benefits shall be obtained by getting a copy of an official Social Security Administration letter of benefits from the person receiving the benefits and verification from HUD's on-line systems. If either of these forms of verification are not obtainable, then the file shall be documented as to why third party verification was not used.

The McAlester Housing Authority will allow two (2) weeks for the return of third party written verifications prior to continuing on to the next type of verification.

### **3. Third-Party Oral Verifications**

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation and the facts obtained.

The McAlester Housing Authority will allow five (5) business days for the return of third party oral verifications prior to continuing on to the next type of verification.

### **4. Review of Documents**

When UIV, written and oral third party verifications are not available within the two (2) weeks and five (5) business days period allowed in paragraphs 2 and 3 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

### **5. Self-Certification and Self-Declaration**

When UIV, written and oral third party verifications are not available within the two (2) week and five (5) business days period allowed in paragraphs 2 and 3 above, and hand-carried verification cannot be obtained, the Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

When any verification method other than Up-Front Income Verification is utilized, the McAlester Housing Authority will document the reason for the choice of the verification methodology in the applicant/resident's file.

**12.2 TYPES OF VERIFICATION**

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the McAlester Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card or a third party document stating the Social Security Number
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school and/or college students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Medicare Prescription Drug Coverage		A card issued by the private prescription drug plan with the words Medicare Rx on it.
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property held as an investment	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of whole life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Social Security Administration	N/A	Letter from Social Security as verified by HUD computer systems.
Periodic payments (i.e., welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> <li>- whether enrolled or completed</li> <li>- whether training is HUD-funded</li> <li>- whether Federal, State, local govt., or local program</li> <li>- whether it is employment training</li> <li>- whether it has clearly defined goals and objectives</li> <li>- whether program has supportive services</li> <li>- whether payments are for out-of-pocket expenses incurred in order to participate in a program</li> <li>- date of first job after program completion</li> </ul>	N/A  Evidence of job start

### **12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The McAlester Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The McAlester Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the McAlester Housing Authority will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing. If they are members of families that include citizens, the rent must be pro-rated.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the McAlester Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

#### **12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member who has a Social Security number must provide verification of his or her Social Security number. New family members must provide this verification prior to being added to the lease. Children in assisted households must provide this verification as soon as they get it.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the McAlester Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The McAlester Housing Authority will not require any individual who does not have a Social Security number to obtain a Social Security number.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) calendar days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) calendar days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

### ***12.5 TIMING OF VERIFICATION***

Verification information must be dated within ninety (90) calendar days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance.

### ***12.6 FREQUENCY OF OBTAINING VERIFICATION***

Household composition will be verified annually. The frequency that household income will be verified depends on the type of rent method chosen by the family.

For each family member, citizenship/eligible non-citizen status will be verified only once unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

For each family member, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

## **13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT**

### ***13.1 FAMILY CHOICE***

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the income method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every year.
- B. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the McAlester will provide them with the following information whenever they have to make rent decisions:
  - 1. The McAlester Housing Authority's policies on switching types of rent in case of a financial hardship; and
  - 2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the McAlester Housing Authority will provide the amount of income-based rent for the subsequent year only the year the McAlester Housing Authority conducts an income reexamination or if the family specifically requests it and submits updated income information.

### ***13.2 THE INCOME METHOD***

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;



- B. 30% of the family's adjusted monthly income; or
- C. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or
- D. The minimum rent of \$50.

### **13.3 MINIMUM RENT**

The McAlester Housing Authority has set the minimum rent at \$50. If the family requests a hardship exemption, however, the McAlester Housing Authority will suspend the minimum rent beginning the month following the family's request until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
  1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  2. When the family would be evicted because it is unable to pay the minimum rent;
  3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
  4. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 calendar days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum

rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

### ***13.4 THE FLAT RENT***

The McAlester Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. The McAlester Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.4).

The McAlester Housing Authority will post the flat rents at the main office. Flat rents are incorporated in this policy upon approval by the Board of Commissioners. Flat rents are attached as **Appendix H**.

There is no utility allowance for families paying a flat rent.

### ***13.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE***

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

The family's assistance is prorated in the following manner:

- A. Determine the 95<sup>th</sup> percentile of gross rents (tenant rent plus utility allowance) for the McAlester Housing Authority. The 95<sup>th</sup> percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

### **13.6 UTILITY ALLOWANCE**

The McAlester Housing Authority shall establish a utility allowance for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the McAlester Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances. A utility allowance schedule is attached as **Appendix I**.

The utility allowance will be subtracted from the family's income-based rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the McAlester Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Requests for relief from surcharges for excess consumption of McAlester Housing Authority purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by the McAlester Housing Authority on reasonable grounds. Requests shall be granted to families that include an

elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

### **13.7 PAYING RENT**

Rent and other charges are due and payable on the first day of the month. All rents should be paid at the McAlester Housing Authority, 620 W. Kiowa, McAlester, OK 74501. Reasonable accommodations for this requirement will be made for persons with disabilities.

If the rent is not paid by the fifth of the month, a 5 Notice to Vacate will be issued to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur a bank charge for insufficient funds plus an additional charge of \$10 for processing costs.

If there is good reason for an extension of time to pay the delinquent rent, the Authority may enter into an agreement with the resident. Such agreement will be in writing, signed by both parties, and require the resident to make future rent payments in full not later than the 5th of the month during which they become due. The agreement will specify the due dates and dollar amounts of periodic payments to be made toward settlement of the past due balance.

Failure to reach an agreement, or failure of the resident to abide by the terms of the agreement, will result in a 14 day notice of lease cancellation to the resident in writing. If the resident contacts the Authority within the 14 day notice period and pays the past due balance in full, the notice of lease cancellation will be rescinded in writing. If the resident does not contact the Authority during the 14 day notice period and does not pay the past due balance in full, the Authority may file for eviction. Once the eviction has been filed, no payments on past due or current rent will be accepted from the resident until the case is settled. All terminations shall be processed in accordance with the requirements of the lease, State law, and Federal regulations.

### **13.8 OTHER CHARGES**

Charges other than rent, such as excess utility usage and resident caused damages, shall not become due and collectable until the first day of the second month following the month during which the charge is incurred. If not paid by the 5th day of the month, a 30 day notice is sent. If no response, a 10 day notice of lease termination is mailed or delivered.

## **14.0 COMMUNITY SERVICE**

### **14.1 GENERAL**

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in 8 hours per month of an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement

An Economic Self sufficiency program is defined as but not limited to:

1. On-the-job-training;
2. Job-search and job-readiness assistance;
3. Community service programs;
4. Vocational educational training (not to exceed 12 months with respect to any individual);
5. Job-skills training directly related to employment;
6. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
7. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and considered a full time student
8. The provision of childcare services to an individual who is participating in a community service program.

### **14.2 EXEMPTIONS**

The following adult family members of tenant families are exempt from this requirement:

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability he or she is unable to comply with the community service requirements.

- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.
- D. Family members engaged in work activity as defined in section 407(d) of the Social Security Act, specified below. Tenants must work a minimum of 20 hrs a week.
  - 1. Unsubsidized employment;
  - 2. Subsidized private-sector employment;
  - 3. Subsidized public-sector employment;
  - 4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.
- F. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

### ***14.3 NOTIFICATION OF THE REQUIREMENT***

The McAlester Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The McAlester Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The McAlester Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after July 1, 2001. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

#### **14.4 VOLUNTEER OPPORTUNITIES**

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The McAlester Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the McAlester Housing Authority may create volunteer positions including, but not limited to light grounds maintenance, litter patrols, program participation and supervising and record keeping for volunteers.

#### **14.5 THE PROCESS**

Upon admission, or at the first annual reexamination on or after July 1, 2001, and each annual reexamination thereafter, the McAlester Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Assign family members to a coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
- E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise the McAlester Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

The McAlester Housing Authority has the authority to accept or deny community service activities. Residents must notify the McAlester Housing Authority before any community service begins so that it may be approved as an eligible activity.

**14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

The McAlester Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated.

**14.7 OPPORTUNITY FOR CURE**

The McAlester Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. It will state the number of hours that the family member is deficient. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns go toward the current commitment until the current year's commitment is made.

The coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the McAlester Housing Authority shall take action to terminate the lease unless the noncompliant family member no longer lives in the unit.

**14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES**

In implementing the service requirement, the McAlester Housing Authority may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees or replace a job at any location where residents perform activities to satisfy the service requirement.



## **15.0 RECERTIFICATIONS**

At least annually, the McAlester Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size, (3) whether the family, based upon reexamination information is still eligible for housing.

### **15.1 GENERAL**

The McAlester Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. At the appointment, the family can make their decision as to using the income rent method or the flat rent method. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

The Authority shall reexamine the income and composition of all resident families at least once every twelve months and determine whether the family's unit size is still appropriate. After consultation with the family and upon verification of the information, the Authority shall make appropriate adjustments in Tenant Rent and Total Tenant Payment. If it is not possible to obtain all verifications necessary to complete a reexamination by the anniversary date, a temporary rent will be established based on data supplied by the family. The family will be notified that payments based on this unverified report of anticipated income are to be made pending establishment of final rent. The notice will make clear that when the final rent is determined it will be effective from the reexamination anniversary date, and that the family will be charged for any balance due, or credited with any overpayment. Appropriate lease changes will be made for each adjustment.

During the appointment, the McAlester Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

The MHA Lease does not automatically renew at reexamination. Upon reexamination, the MHA will redetermine eligibility based on but not limited to: criminal activity, violations of MHA Policies, and any incidents the tenant, tenant's family or guests under tenants control, have been involved in. The Lease will be approved when the MHA initials the Annual Reexamination changes and Lease Approval located on the last page of the lease.

### **15.2 MISREPRESENTATION AT ANNUAL REEXAMINATION**

If the reexamination discloses that the family at time of admission, or at any previous reexamination, made misrepresentations that resulted in the family's being classified as

eligible when, in fact, ineligible, the family may be required to vacate even though currently eligible. Furthermore, if at the time of reexamination it is found that the misrepresentations or failure to provide facts resulted in a lower rent being charged, the family will be required to pay the difference between the rent paid and the amount that should have been paid. In justifiable cases, this Authority may take such other action as deemed reasonable. If the Authority is unable to complete the annual reexamination because of the fault of the family, the effective date of any change will be the reexamination anniversary date.

If, by no fault of the family, the Authority is unable to complete its annual reexamination, the effective date of any increase in Total Tenant Payment will be the first of the second month following completion of the reexamination; the effective date of any decrease in Total Tenant Payment will remain the reexamination anniversary date, and the Family will be given the appropriate Total Tenant Payment credits for overpayment.

### **15.3 MISSED APPOINTMENTS**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the McAlester Housing Authority taking eviction actions against the family.

### **15.4 FLAT RENTS**

During the resident's Annual Reexamination Interview, the resident will be provided the following information:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the income amount.
- B. The amount of the flat rent.
- C. A fact sheet about income rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years. Family composition exams and inspections will still be conducted annually.
- E. Families who opt for the flat rent may request to have a reexamination and return to the income-based method at any time for any of the following reasons:

1. The family's income has decreased.
  2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
  3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- F. The dates upon which the McAlester Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, McAlester Housing Authority will send a reexamination letter to the family. The opportunity to select the flat rent is available only at this time. At the appointment, the McAlester Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. The family can then select which rent method they wish to use.

### **15.5 THE INCOME METHOD**

During the interview, the family will provide all information regarding income, assets, deductions (eligible expenses), and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the McAlester Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income;
- C. The welfare rent; or
- D. The minimum rent.

The family shall be informed of the results of the rent calculation under both the Income Method and the Flat Rent and given their choice of which rent to pay.

## **15.6 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS**

The new rent will generally be effective upon the anniversary date with thirty (30) days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

## **15.7 INTERIM REEXAMINATIONS**

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families will be required to report any increase in income between annual reexaminations. The MHA may increase tenant rent at interim examinations, if the change results in a substantial difference (increase in rent of \$40 for a period of 2 months) from current tenant rent rate. For any tenant who experiences a loss of income, the MHA may delay, but not refuse, for up to 2 months, to conduct a rent change so that if resident gains alternate income (new job, unemployment) the rent will be adjusted to the new income. If there is an income increase, the rent may increase if there is a substantial difference (increase in rent of \$40 for a period of 2 months) from current tenant rent rate. The Housing Authority may increase rent between annual reexaminations if the change is due to the Mandatory Earned Income Disregard (MEID) or the change is due to false or inaccurate information provided by the tenant or tenant employer.

Families are required to report the following changes to the McAlester Housing Authority between regular reexaminations. If the family's rent is being determined under the income method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

- A. Increases and decreases in income that would justify a rent change;
- B. Changes in family composition: A member has been added to the family through birth or adoption or court-awarded custody or a member has left the family household (addition or subtraction of family members).

C. Such other circumstances as would create a hardship situation.

In order to add a household member other than through birth, adoption, or court-awarded custody, the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The McAlester Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of a rent increase due to the addition of a household member will be effective the first of the month following the addition to the lease.

Failure to report required changes could result in a retroactive rent charge and/or lease termination. If the Authority receives information concerning a change in the family's composition, income or other circumstances between regularly scheduled reexaminations, the Authority must consult with the family and make any adjustments determined to be appropriate. Any change in the family's income or other circumstances that result in adjustment in Tenant Rent or Total Tenant Payment must be verified.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the McAlester Housing Authority will take timely action to process the interim reexamination and recalculate the tenant's rent.

#### **15.8 SPECIAL REEXAMINATIONS**

If at the time of annual reexamination a family's present condition of employment is too unstable to project the Adjusted Income for the upcoming twelve-month period for the purpose of determining Total Tenant Payment, special reexaminations will be scheduled on a 30-day basis. These specific reexaminations will take place until the family's circumstances have stabilized.

#### **15.9 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS**

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the

family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

### ***15.10 RESTRICTION ON EVICTION OF FAMILIES BASED UPON INCOME***

The Authority shall not commence eviction proceedings, or refuse to renew a lease, based on the income of the resident family unless: (a) it has identified, for possible rental by the family, a unit of decent, safe, and sanitary housing of suitable size available at a rent not exceeding the Tenant Rent as defined in Section 2, or (b) it is required to do so by local law.

### ***15.11 ADDING FAMILY MEMBERS TO THE LEASE (PRELIMINARY APPLICATIONS)***

Residents may add new family members to their lease by submitting a preliminary application to add the family member to the lease. The new applicant will not be allowed to move into the unit until MHA approval. The preliminary application must be turned into the MHA office at 620 W. Kiowa. The applicant (if over 18) is subject to the same admission eligibility criteria as any other applicant to housing except income limits. Upon approval, the applicant (if over 18) must sign the lease of the current tenant. The income of the new family member will be immediately considered in determining rent.

### ***15.12 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT***

If the McAlester Housing Authority makes a mistake in calculating a resident's rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back a maximum of 12 months. The refund shall be given to the resident as soon as practical or credited to the resident's account, whichever the resident desires unless the resident owes the Housing Authority money in which case the debt shall be offset to the degree possible before the resident chooses between the two refunds methods.

## **16.0 UNIT TRANSFERS**

### ***16.1 OBJECTIVES OF THE TRANSFER POLICY***

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the McAlester Housing Authority's deconcentration goal, if appropriate.
- F. To eliminate vacancy loss and other expenses due to unnecessary transfers.

## **16.2 CATEGORIES OF TRANSFERS**

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed. When an accessible unit becomes available, it shall first be offered to families needing it who reside on the site that has the vacancy, then to other public housing residents needing the special accessibility features, and finally to appropriate people on the waiting list.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain McAlester Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the McAlester Housing Authority when a transfer is the only or best way of solving a serious problem.

## **16.3 DOCUMENTATION**

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

#### **16.4 INCENTIVE TRANSFERS**

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

#### **16.5 PROCESSING TRANSFERS**

The Authority shall maintain a list of families that need to be transferred. The family name shall be placed on this list on the day the Authority becomes aware of family composition change or other circumstances requiring a change. Families underhoused shall be given preference over families over-housed in the transfer process. Families needing special consideration because of handicap or disability shall be accommodated before over-housed families whenever possible. Transfers to other dwelling units will be made as follows:

- A. Residents will be transferred to a dwelling unit of equal size, either within a location or site or between locations or sites, only to alleviate hardships as determined by the Authority; and
- B. Normally, transfers within a location or site or between locations or sites for hardship reasons, or to correct over/under-housing shall have priority over new applicants. The Authority will not require a family residing in a unit too large for its needs to transfer into a smaller unit unless the Waiting List reflects a need for the occupied unit.

Transfers in category 1 and 2 will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category 1 will be housed ahead of transfers in category 2. Transfers in Category 2 will be housed ahead of category 3. Transfers in category 3 will be housed last.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed seven (7) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

Categories 1 and 2 will be housed before new admissions. Category 3 transfers will be transferred at the discretion of the Housing Authority taking into consideration, Housing needs, family needs, and deconcentration guidelines.



Tenants with owe an outstanding balance to the MHA will not be eligible for transfers until they have been in good standing with a repayment agreement for 3 months.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause, any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the McAlester Housing Authority and the family rejects two offers without good cause, the McAlester Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the McAlester Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

#### **16.6 COST OF THE FAMILY'S MOVE**

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit);  
or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the McAlester Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out modernization, disposition or demolition activities; or
- B. When action or inaction by the McAlester Housing Authority has caused the unit to be unsafe or inhabitable.
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved.

The responsibility for moving costs in other circumstances will be determined on a case-by-case basis.

### **16.7 TENANTS IN GOOD STANDING**

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the McAlester Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

### **16.8 TRANSFER REQUESTS**

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the McAlester Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The McAlester Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The McAlester Housing Authority will grant or deny the transfer request in writing, within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

### **16.9 RIGHT OF THE MCALESTER HOUSING AUTHORITY IN TRANSFER POLICY**

The provisions listed above are to be used as a guide to ensure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

## **17.0 INSPECTIONS**

An authorized representative of the McAlester Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the McAlester Housing Authority file and a copy given to the family member. An authorized McAlester Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any damages to the unit.

### ***17.1 MOVE-IN INSPECTIONS***

The McAlester Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

### ***17.2 ANNUAL INSPECTIONS***

The McAlester Housing Authority will inspect each public housing unit annually to ensure that each unit meets the McAlester Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

### ***17.3 PREVENTATIVE MAINTENANCE INSPECTIONS***

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

### ***17.4 SPECIAL INSPECTIONS***

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the McAlester Housing Authority.

### ***17.5 HOUSEKEEPING INSPECTIONS***

Generally, at the time of annual reexamination, or at other times as necessary, the McAlester Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

## ***17.6 NOTICE OF INSPECTION***

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the McAlester Housing Authority will give the tenant at least one (1) day written notice.

## ***17.7 EMERGENCY INSPECTIONS***

If any employee and/or agent of the McAlester Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

## ***17.8 MOVE-OUT INSPECTIONS***

The McAlester Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

## ***17.9 60 DAY INSPECTIONS***

Approximately 60 days after initial tenant move-in the MHA will conduct a 60 Day Inspection. This inspection will be to ensure that the family is maintaining the unit in a safe and sanitary condition.

## **18.0 PET POLICY**

### ***18.1 EXCLUSIONS***

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

### ***18.2 PETS IN SENIOR BUILDINGS***

The McAlester Housing Authority allows for pet ownership in its developments with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold

the McAlester Housing Authority harmless from any claims caused by an action or inaction of the pet.

### ***18.3 APPROVAL***

Residents must have the prior approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve the request.

### ***18.4 TYPES AND NUMBER OF PETS***

The McAlester Housing Authority will allow only domesticated dogs, cats, birds, rodents (including a rabbit), fish in aquariums or a turtle will be allowed in units. Common household pets do not include reptiles (except turtles). If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

Only one (1) pet per unit allowed.

Any animals deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal may exceed twenty (20) pounds in weight.

### ***18.5 INOCULATIONS***

In order to be registered, pets must be appropriately inoculated against rabies and other conditions prescribed by local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be filed with the MHA to attest to the inoculations.

### ***18.6 FINANCIAL OBLIGATION OF RESIDENTS***

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the McAlester Housing Authority reserves the right to exterminate and charge the resident.

### ***18.7 NUISANCE OR THREAT TO HEALTH OR SAFETY***

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or McAlester Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the owner having to remove the pet or move him/herself.

Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

#### **18.8 DESIGNATION OF PET AREAS**

Pets must be kept in the owner's apartment or on a leash at all times when outside (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the projects. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of assistive animals, no pets shall be allowed in the community rooms, community room kitchens, public bathrooms, lobbies, or offices in any of the housing authority sites.

#### **18.9 VISITING PETS**

Pets that meet the size and type criteria outlined above may visit the projects/buildings where pets are allowed for up to two weeks without McAlester Housing Authority approval. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the lease, the tenant will be required to remove the visiting pet.

#### **18.10 REMOVAL OF PETS**

The McAlester Housing Authority, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of the MHA staff, of other occupants of the project or of other persons in the community where the project is located.

In the event of illness or death of the pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the McAlester Housing Authority has permission to call the emergency caregiver designated by the resident or the local Animal Control Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

### **18.11 MISCELLANEOUS RULES**

Pets may not be left attended in a dwelling unit for over 10 hours. If the pet is left unattended and no arrangements have been made for its care, the MHA will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident.

Residents must take appropriate actions to protect their pets from fleas and ticks.

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculations.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

A pet owner shall physically control or confine his/her pet during the times when housing employees, agents of the Housing Authority, or others who must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the Housing Authority's property within 24 hours of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violated any other conditions of this policy may be required to remove his/or her pet from the development within 10 days of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

The housing authority's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

## **19.0 REPAYMENT AGREEMENTS**

When a resident owes the McAlester Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the McAlester Housing Authority allow them to enter into a Repayment Agreement. The McAlester Housing Authority has the sole discretion of whether to accept such an agreement.

Applicants, participants, and residents who owe an outstanding balance, to MHA or to another Public Housing Authority in connection with low-income public housing, Section 8, or any other housing assistance program under the U.S. Housing Act of 1937, or any

other landlord shall be determined ineligible for admission in housing programs administered by the McAlester Housing Authority until repayment has been made in full.

In the case of continued participation (annual, special review, and/or transfer) MHA may offer the Resident an agreement to repay outstanding balances owed to MHA or another housing authority. Such agreements must be executed within thirty (30) days from the date of notification or eviction procedures will be implemented.

- (1) The agreement will state the terms of the repayment schedule. The terms shall be from one (1) to twelve (12) months. In no case shall the agreement exceed twelve (12) months.
- (2) Any breach of the reimbursement agreement will be grounds for immediate termination of Lease action.
- (3) A Resident who has executed a repayment agreement shall not be eligible for transfer to another low income public housing unit until they have been in good standing on the repayment agreement for 3 months prior to the transfer.

At the discretion of the Executive Director or his/her designee, the following exemptions may be considered:

- (a) Medical- a Resident may be transferred upon request for medical reasons when a transfer to another unit would eliminate or decrease the advancement of a medical condition or is required in order to be closer to available and necessary medical treatment. A doctor's statement verifying the need for such transfer may be required.
- (b) Emergency- an adult family member may be transferred upon request if an abusive situation exists within the household (i.e. battered spouse) which requires a resident to need emergency housing elsewhere. A clergy, police report, must verify this or a shelter designated in aiding in abusive situations. Children may accompany the custodial parent.
- (c) Natural disaster- a Resident family may be transferred because of a natural disaster (i.e. tornado, fire, flood), which makes the existing unit uninhabitable.
- (d) Safety/security-when the safety and well being of a Resident is in immediate jeopardy of physical and/or emotional harm, a Resident member or family may be transferred upon request after proper verification and/or investigation. If a Resident should die while residing on the Authority's premises, all of their personal belongings should be boxed up for a family member to collect and the apartment secured by Authority personnel.
- (e) Administrative- a Resident may be transferred before the end of the waiting period if administrative guidelines require it. (i.e. income deconcentration, income targeting, over/under housed)



- (4) All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

A down payment on the balance is required at the time the agreement is executed. Monthly payment amount will be established after a review of all relevant family income information. The applicant and/or tenant will remain in good standing with the Housing Authority as long as all payments are received in a prompt timely manner. Failure to abide by this Repayment Agreement will result in one or more of the following actions:

- A. Section 8 applicants and/or Public Housing applicants will have their applications withdrawn until payment in full has been received.
- B. Public Housing tenants will have the unpaid balance filed in Pittsburg County Court for collection of the total unpaid balance, plus court costs.
- C. Section 8 tenants will have their rental assistance terminated and provide proper notice to the landlord. The Housing Authority will pursue further legal remedy for the remaining unpaid balance.
- D. Public housing and Section 8 tenants will have their accounts referred to a collection agency if the tenant becomes delinquent in the repayment agreement.
- E. Tenants will be referred to a credit bureau and other appropriate clearinghouses that maintain debt information.

It should be noted that the agreement will be in default when one (1) payment is delinquent. When the Repayment Agreement is in default, no future repayment agreements will be made with the same family. All monies are due in full.

In the case of current rent, MHA may provide the Resident with up to a thirty (30) day extension of rent agreement in the following situations:

- (1) delay of periodic benefits;
- (2) loss of moneys through theft;
- (3) household emergencies (birth, death, catastrophic illness);
- (4) delay of interim review,

A Resident who has executed a thirty (30) day extension of rent agreement shall not be eligible for a transfer to another low-income public housing unit until all moneys owed MHA per the agreement for a prior unit are paid.

## **20.0 TERMINATION**

### ***20.1 TERMINATION BY TENANT***

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

## **20.2 TERMINATION BY THE HOUSING AUTHORITY**

After October 1, 2000, the McAlester Housing Authority will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The McAlester Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control. This includes but is not limited to the manufacture of methamphetamine on the premises of the McAlester Housing Authority or on the premises of any other federally assisted housing;
- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and

M. Other good cause.

The McAlester Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

Failure of a family to comply with the provisions of the resident's lease shall cause the Authority to begin eviction proceedings in accordance with State law. Resident families are entitled to utilize provisions of the Authority's Grievance Procedure (**Appendix F** attached hereto) to attempt settlement of disputes with the Authority. The US Department of Housing and Urban Development has determined that a civil court provides the elements of due process for tenants who have been evicted. Therefore, there are no grievance procedures in eviction cases involving termination of tenancy for any activity that threatens the health, safety or any drug-related criminal activity ON OR OFF SUCH PREMISES, not just on or near such premises.

### **20.3 ABANDONMENT**

The McAlester Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, an McAlester Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be disposed of. If the McAlester Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

If any property left in the unit is not claimed within 90 days of the date of notice. The contents of the unit will be disposed of or donated at the McAlester Housing Authority's discretion.

Within 120 days of learning of abandonment, the McAlester Housing Authority will either return the deposit or provide a statement of why the deposit is being kept.

### **20.4 RETURN OF SECURITY DEPOSIT**

After a family moves out, the McAlester Housing Authority will return the security deposit within 30 calendar days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

If State law requires the payment of interest on security deposits, it shall be complied with.

The McAlester Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 30 calendar days.

## **21.0 OTHER TENANT CHARGES**

The tenant will be charged for special goods and services, and for the cost of all repairs or damages caused by carelessness, misuse, or neglect on the part of the tenant or guest. Such charges will be for the actual cost of the materials and labor required. Periodically, the Board of Commissioners will adopt a list of the most common charges set out as **Appendix J** attached hereto.

## **22.0 COMPLAINTS OF DISCRIMINATION**

A Fair Housing and Equal Opportunity poster containing information on filing complaints with HUD by those persons believing themselves to be subjects of discrimination will be posted conspicuously in project office(s) for public information and inspection.

## **23.0 BAN POLICY**

The McAlester Housing Authority may complete a Banned Visitor Form on a problem or undesirable visitor. SEE **APPENDIX K**, McALESTER HOUSING BAN POLICY

1. The “Banned” visitor must be formally advised of the action taken, and further advised that a violation will place that individual in a Trespassing situation. This may be either verbal by MHA staff or in writing.
2. Any resident that invites or allows a banned person to visit their premises will be in direct violation of the ban policy and may be subject to eviction.

## **24.0 PEST CONTROL POLICY**

The McAlester Housing Authority recognizes the importance of pest control in providing a living environment of adequate health and safety for its residents. To achieve this control, the authority has adopted a pest control policy attached as **APPENDIX L**.

## **25.0 SUPPORT FOR OUR ARMED FORCES**

A major and important component of our armed forces are the part-time military personnel that serve in various Reserve and National Guard units. The McAlester Housing Authority is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, the McAlester Housing Authority wants to support these brave warriors in the following manners:

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income.
- B. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, the McAlester Housing Authority will expeditiously re-evaluate a resident's rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.
- D. Typically a unit cannot be held by a family that is not residing in it as their primary residence. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 days of the conclusion of the active duty service.

## **26.0 Public Housing Anti-Fraud Policy**

The Public Housing Anti-Fraud Policy is attached as Appendix M.

## **27.0 Wading Pool and Playground Equipment Policy**

Residents are to refrain from erecting, installing or constructing tents, screen houses, decks, tree- houses, trampolines, canopies, fences or any other temporary, semi-permanent or permanent structures or enclosures on McAlester Housing Authority property without permission. Trampolines will not be allowed on

MHA property. Wading pools up to 6 feet in diameter and 12 inches in depth are allowed in areas designated by the McAlester Housing Authority. Pools must be supervised, by an adult, while containing any water at all, and must be drained and stored by dark each and every day. The supervising adult should, at all times, be in a clean line of sight and sound of the pool and no more than 6 feet away. Any pool not containing water and in use must be stored in a secure area, i.e. home, living quarters, storage facility of the owner of the pool or supervising adult. Resident is responsible for any damage and/or injury caused by the pool.

### **Playground Climbing/Swing Equipment.**

Temporary children's playground equipment may be erected providing the equipment is erected using the manufacturers instructions. The play equipment may not be more than 6 ft tall or allow a child to gain a height higher than 6 ft by climbing or swinging or any other method. The equipment must be erected in an area with the softest possible padding, such as in a grassy area.

### **Wading pools**

#### Rules and Regulations

The Below list of wading pool rules and regulations are to be adhered to by all residents of the McAlester Housing Authority. These Rules and Regulations are for the protection of all McAlester Housing Authority residents and their guests to ensure safe and sanitary use of wading pools on McAlester Housing Authority property.

Swimming pools are not allowed.

Wading pools shall not extend beyond six feet in diameter.

Wading pools shall not extend beyond a height of 12 inches.

Wading pools must be emptied after each use, with no more than two fillings or uses each day.

Wading pools must be removed and securely stored at the end of each day.

Water hoses must be shut off after pools are filled and must not be left running.

Wading pools in use or with water running in them must be shut off after pools are filled and must be under the constant supervision and observation of the pool owner or his/her designee, providing the designee is at least sixteen years of age.

Prior approval from the management office must be obtained before the placement and filling of any wading pool to ensure compliance with the above stated concerns.

The cost of any damages to the McAlester Housing Authority property, such as damage to grass, may be charged to the owner of the wading pool.

Wading pools shall only be used during daylight hours.

Failure to adhere to this policy will result in disciplinary action up to and including the immediate removal of said pool and/or termination of lease by the McAlester Housing Authority.

## **28.0 Air Conditioner Policy**

The purpose of this policy is to promote the safe and energy efficient operation of air conditioners which residents are permitted to install at their expense and operate without charge during the cooling season provided they:

1. Accept full responsibility for their installation, and any accident or injury that occurs as a result of their installation, operation and/or removal; and,
2. install them in windows only; do not install them in any door; and,
3. properly install them without making permanent modifications to the window frame or walls: and,
4. do not use an extension cord to provide power; and,
5. reimburse the MHA for any damage or other non utility cost it incurs as result of the air conditioner's installation, operation and/or removal.
6. when installing an air conditioner, tenant will request maintenance to remove any window hardware, and to provide cement blocks and wood needed to provide a safe brace for the air conditioner; and,
7. the air conditioner will be installed with safety in mind and will not be braced in a way that the brace can be easily removed so as to cause a falling hazard on small children.

## **29.0 Protections for Victims of Abuse.**

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 the assistance, 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 immediate member of the tenants family is the victim or threatened victim of domestic violence, dating violence or stalking.

3. Notwithstanding any restrictions on admissions, occupancy, or terminations of occupancy or assistance, or any Federal, State, or local law to the contrary, the MHA 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, termination assistance to, 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 housing choice voucher program.
4. Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, 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 the McAlester Housing Authority to evict or 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 McAlester Housing Authority 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 or terminate.
6. Nothing in this section may be construed to limit the authority of the McAlester Housing Authority to evict, or terminate assistance, to any tenant if the McAlester Housing Authority 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 or terminated from assistance.
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. The McAlester Housing Authority may request an individual complete, sign and submit, within 14 business days of the request, a HUD-approved certification form. On the form, the individual certifies that he/she is a victim of domestic violence, dating violence, or stalking, and that the incident or incidences in question are bona fide incidences of such actual or threatened abuse. On the certification form, the individual shall provide the name of the perpetrator.



In lieu of a certification form, or in addition to the certification form, a tenant may provide to PHA's managers or owners, (a Federal, State, Tribal, territorial, or local police record or court record: (2) documentation signed and attested to 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 domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests 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, and the victim of domestic violence, or stalking as signed or attested to the documentation.

## GLOSSARY

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An emancipated minor is also considered an adult.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

**As-Paid States:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

**Assistance applicant:** A family or individual that seeks admission to the public housing program.

**Ceiling Rent:** Maximum rent allowed for some units in public housing projects.

**Certification:** The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

**Community Service:** The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increases resident self-responsibility in the community. Community service is not employment and may not include political activities.

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

**Covered Families:** Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for

which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

**Dating Violence:** 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; and (iii) the frequency of interaction between the persons involved in the relationship.

**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development. (24 CFR 5.100)

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

**Disabled Person:** See "person with disabilities."

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

**Displaced Person:** A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]

**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 share a child in common, by a person who is cohabitated 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 persons acts under the domestic or family violence laws of the jurisdiction.

**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Economic self-sufficiency program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

**Elderly/Disabled Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age. (1937 Housing Act)

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

**Family** includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;

- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The housing authority establishes the flat rent. It is set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

**Full-Time Student:** A person who is attending school or vocational training on a full-time basis as defined by the institution.

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

**Immediate Family Member:** a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

**Imputed Income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**Imputed welfare income:** The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements, that is nonetheless included in the family's annual income for purposes of determining rent.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

**Income Method:** A means of calculating a family's rent based on the greater of 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

**Interim (examination):** A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

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

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

A live in aide is not a party to the lease.

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

**Minor:** A person under the age of legal competence unless otherwise determined by State Law.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

**Mixed population development:** A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

**Monthly Adjusted Income:** One twelfth of adjusted income. (24 CFR 5.603(d))

**Monthly Income:** One twelfth of annual income. (24 CFR 5.603(d))

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

**Near-Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))



**Non-Citizen:** A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Participant:** A family or individual that is assisted by the public housing program.

**Person with Disabilities:** A person who:

- A. Has a disability as defined in 42 U.S.C. 423.
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - 1. Is expected to be of long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- C. Has a developmental disability as defined in 42 U.S.C. 6001.

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

**Previously unemployed:** This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and income reexamination. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

**Public Housing:** Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

**Public Housing Agency (PHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Recertification:** The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

**Remaining Member of a Tenant Family:** A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

**Self-Declaration:** A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

**Specified Welfare Benefit Reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

"Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
3. because a family member has not complied with other welfare agency requirements.

**Spouse:** One's husband or wife.

**Stalking:** to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and 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.

**Standard Permanent Replacement Housing:** Standard, permanent replacement housing is housing that is decent, safe, and sanitary; adequate for the family size; and family occupied under a lease or occupancy agreement.

Such housing does not include transient facilities, such as motels, hotels, or temporary shelters for victims of domestic violence or for homeless families, and in the case of domestic violence, does not include the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence, live.

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

**Substandard Housing:** A unit is substandard if it:

A. Is dilapidated;

A housing unit is dilapidated if it does not provide safe and adequate shelter, and its present condition endangers the health, safety, or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding.

The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.

B. Does not have operable indoor plumbing;

C. Does not have a usable flush toilet inside the unit for the exclusive use of a family;

- D. Does not have a usable bathtub or shower inside the unit for the exclusive use of a family;
- E. Does not have electricity, or has inadequate or unsafe electrical service;
- F. Does not have a safe or adequate source of heat;
- G. Should, but does not, have a kitchen; or
- H. Has been declared unfit for habitation by an agency or unit of government.
- I. For purposes of this section, an applicant who is a "homeless family" is living in substandard housing. For purposes of the preceding sentence, a "homeless family" includes any individual or family who:
  - 1. Lacks a fixed, regular, and adequate nighttime residence; and
  - 2. Has a primary nighttime residence that is:
    - a. A supervised public or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
    - b. An institution that provides a temporary residence for individuals intended to be institutionalized; or
    - c. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

A "homeless family" does not include any individual imprisoned or otherwise detained pursuant to an act of Congress or State law.

A "homeless family" will include participants in transitional housing programs.

For purposes of this section, Single Room Occupancy (SRO) housing is not substandard solely because it does not contain sanitary or food preparation facilities (or both).

For the purpose of administering this policy, substandard housing shall be any house or building that does not meet the minimum housing codes of the City of McAlester, OK, and has been declared substandard by said entity.

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Tenant:** The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**Total Tenant Payment (TTP):**

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
  - 1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
    - a. 30% of the family's monthly adjusted income;
    - b. 10% of the family's monthly income; or
    - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.
    - d. Minimum rent

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.
  - 2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and © of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

**Utilities:** Utilities are water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone and cable service are not included as utilities.

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-

conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

**Utility Reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

**Very Low-Income Families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area that such variations are necessary because of unusually high or low family incomes.

**Victims of Domestic Violence:** Individuals or families who have been or are being subjected to or victimized by violence by a member of the family or household. The XYZ Housing Authority will require evidence that the family has been displaced as result of fleeing violence in the home. Individuals and families are also eligible for this preference if there is proof that the individual or family is currently living in a situation where they are being subjected to or victimized by violence in the home. Evidence or proof may include a Protection from Abuse Order, police report, or written verification that the individual or family is living in an emergency shelter because the individual or family has been subjected to or victimized by violence by a member of the family or household. The following criteria are used to establish an individual's or a family's eligibility for this preference:

- A. Verified actual or threatened physical violence directed against the applicant or the applicant's family by a spouse or other household member who lives in the unit with the family or where the family has fled its housing to escape from an abuser.
- B. The actual or threatened violence must have occurred within the past 30 calendar days or be of a continuing nature.

**Violent criminal activity:** means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term "assistance" to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

- A. Non-recurrent, short-term benefits that:
  - 1. Are designed to deal with a specific crisis situation or episode of need;
  - 2. Are not intended to meet recurrent or ongoing needs; and
  - 3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;
- D. Refundable earned income tax credits;
- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

**Welfare Rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

## ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment



**APPENDIX A  
INCOME LIMITS**

Number of Persons	Extremely Low Income <30% AMI	Very Low Income 31%-50% AMI	Low Income 51%-80% AMI
1	9250	15400	24650
2	10550	17600	28150
3	11900	19800	31700
4	13200	22000	35200
5	14250	23750	38000
6	15300	25500	40850
7	16350	27300	43650
8	17400	29050	46450

Revised 04-14-2008

## **APPENDIX B**

### **ONE STRIKE AND YOU'RE OUT**

Now, therefore be it resolved by the Housing Authority of the City of McAlester, Oklahoma as follows: that the following policy for admission to and occupancy of low income public housing and Section 8 pertaining to screening and/or eviction pursuant to any drug-related activity and/or criminal activity be established:

#### **PURPOSE**

The goal of the McAlester Housing Authority is to provide safe, clean, and affordable housing. Moreover, it is the right of all individuals to live in peace and to feel free from fear, intimidation, and abuse. In order to ensure this environment, it is therefore the responsibility and requirement of each tenant/household to abide by the terms herein.

In March 1996, Congress passed the Housing Opportunity Program Extension Act (Extension Act). This act authorizes and obligates the Authority to implement this policy regarding screening and eviction of tenants in Public or Section 8 Housing.

#### **SECTION I..SCREENING PROCESS**

A. Any person who engages in criminal activity and/or any illegal drug related activity may be prohibited from living in Public or Section 8 Housing. Any activity that poses a threat to the life, health, safety, or peaceful enjoyment of any resident, their guest, employee of the MHA, or other members of the community will be grounds for denial of housing.

For the purposes of this policy, there will be a prohibition period associated with certain criminal activities or types of activities. Those prohibition periods are listed with the criminal activity in Section I (B) below. The MHA will look at each applicant's criminal history taking into consideration the date of the activity and the circumstances surrounding the activity when determining eligibility for housing. The MHA may reduce the prohibition period if the applicant can demonstrate, to the MHA's satisfaction, that there will be no further criminal behavior.

"Prohibition period" shall be defined as the minimum length of time passed between the criminal act and the housing application date. The applicant will not be eligible for housing if his application date falls within the prohibition period. For example--an applicant has an assault charge--he/she will not be eligible for housing if the assault occurred within 3 years of the application date.

The MHA may deny housing to an applicant indefinitely if the applicant's criminal history shows that the applicant is a habitual offender. A habitual offender shall be defined as a person who has 3 or more criminal violations.

B. For the purposes of the policy, criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the McAlester Housing Authority shall include, but is not limited to, any of the following:

- | 1. | Crimes of violence:  | Prohibition Period           |
|----|--|------------------------------|
|    | (a) assault or threat of assault   | 3 years                      |
|    | (b) murder or attempted murder   | Life                         |
|    | (c) battery  | 3 years                      |
|    | (d) use of, or the treat of the use of firearms or weapons, including “BB guns, knives, clubs, or other dangerous objects;   | 3 years                      |
| 2. | Crimes against property:   |                              |
|    | (a) burglary   | 3 years                      |
|    | (b) larceny  | 1 year                       |
|    | (c) robbery  | 3 years                      |
| 3. | Crimes that impose a financial cost:   |                              |
|    | (a) vandalism  | 1 year                       |
|    | (b) arson  | 5 years-depends on severity  |
| 4. | Crimes of sexual misconduct:   |                              |
|    | (a) sexual molestation or rape   | Life                         |
|    | (b) seduction or corruption of a minor   | Life                         |
|    | (c) prostitution or  | 3 years                      |
|    | (d) similar or related conduct;  | Depends on charge 3yr - life |
| 5. | Crimes that involve disturbing the peace:  |                              |
|    | (a) alcohol abuse or   | MHA discretion- Depends on   |
|    | (b) any repeated activity that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, their guest, employee of the MHA, or other members of the community.; or | Frequency and severity       |
| 6. | Crimes that involve illegal drug related activity:   |                              |
|    | (a) manufacture of   | 10 years                     |
|    | (b) sale of  | 10 years                     |
|    | (c) possession of or   | 10 years                     |
|    | (d) the use of any illegal controlled substance.   | 10 years                     |

C. Moreover, any applicant who has been evicted from Public Housing because of drug-related activity shall be denied occupancy. Any resident evicted from housing within one year of application to Section 8 housing shall be denied occupancy.

D. The Authority will conduct a comprehensive background check on the applicant and all appropriate members of the applicant's household. This check may include but is not limited to the following:

1. Review of police and court records
2. Review of NCIC records
3. Credit references and
4. Landlord references and
5. Consultations with
  - a. Probation officers
  - b. Parole officers
  - c. Local social service providers.
  - d. Drug and alcohol treatment facilities
  - e. Police, Sheriff, and Security personnel

It is also noted that a conviction is not needed to prove the presence of illegal activity.

This background check shall be accomplished through a united effort with the Pittsburg County Sheriff's Office. The McAlester Housing Authority may make written inquiry regarding all appropriate members of the household to the specific police department of the previous location of the applicant.

All infractions falling within the scope of this policy including copies of official police complaints and reports will be kept in the tenant's file or another secured file. This file will be located in the office of the McAlester Housing Authority. This information will only be accessible to authorized personnel on a need to know basis.

E. The Authority shall not discriminate on the basis of race, creed, national origin, religion, age, sex, disability, or familial status during any phase of the screening process. Moreover, the Authority will comply with all Civil Rights, fair housing policies, and privacy laws.

F. In the event the Authority deems an applicant ineligible for admission, the Authority shall promptly notify the applicant of its decision. Subsequent to the decision, the applicant has the right to an informal hearing. If the denial of occupancy is based on a criminal record, the Authority shall provide the applicant with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.

"One Strike and You're Out" shall be interpreted in accordance with federal statutes and regulations and in compliance with HUD policy. Any conflict between this policy and federal statutes, regulations, or HUD handbook will be resolved in favor of federal law and policy.

## Section II.... Eviction

The Extension Act of 1996 both obligates and authorizes the Authority to implement the “One Strike and You’re Out” Public or Section 8 Housing Policy. This policy is an amendment to the present Eviction Policy but does not supplant it. The McAlester Housing Authority lease specifies that any violation of the aforementioned prohibited activity is cause for eviction. In addition, this federal law imposes on tenants an affirmative obligation to assure that neither they, nor any member of their household, or guest, or any person under their control will engage in prohibited criminal or drug-related activity.

A. Pursuant to the terms of this policy, grounds for eviction from the Authority premises shall be the same as the screening process and in general shall include, but are not limited to the following:

1. Any criminal activity
2. Any drug related criminal activity
3. Any alcohol abuse and
4. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other resident, their guest, employee of the MHA, or other members of the community.

B. It is understood that the tenant/household shall be evicted if the prohibited activity is committed either on or off the McAlester Housing Authority premises. Any violation of the terms of this policy regarding criminal activity constitutes a “One Strike and You’re Out.”

C. It is also noted that criminal activity is cause for eviction even in the absence of arrest or conviction. If the McAlester Housing Authority believes, in good faith, that a breach of this lease has occurred, the Authority may terminate tenancy without regard to the following:

1. Whether or not any person, whose conduct is at issue, has been arrested, charged or convicted by law; or
2. Whether or not tenant had knowledge, in fact, of any criminal or drug related activity engaged in by a member of tenant’s household, or of any guest or invitee. Any exception would be the removal of household member’s name from the lease and the refusal of said member of household or guest on Authority premises.

D. It shall be presumed that any person engaging in the prohibited activity is a guest or visitor of the tenant, or a member of tenant’s household, if any criminal activity takes place on the premises.

E. Unlawful activity shall not be tolerated. In the event that the Authority deems it necessary to evict, the Authority ensures that resident’s rights are preserved through the court process. Any eviction based on criminal activity shall be preceded by notice to tenant. The US Department of Housing and Urban Development has determined that a civil court provides the elements of due process for tenants who have been evicted. Therefore, there are no grievance procedures in

eviction cases involving termination of tenancy for any activity that threatens the health, safety, or right to peaceful enjoyment of the premises; or any drug-related criminal activity ON OR OFF SUCH PREMISES, not just on or near such premises. Prior to court, the Authority shall provide tenant occasion to review any relevant documents, records, or regulations related to the eviction

F. Because evictions are civil and not criminal, it is understood that eviction may occur despite arrest or conviction. However, any criminal activity is subject to state and federal laws and shall proceed entirely through the court system. Tracking of the prohibited aforementioned activities shall continue in the One Strike and You're Out policy with the McAlester Police Department and Pittsburg County Sheriff's Office reporting to the McAlester Housing Authority any criminal or drug related activity on Authority premises and any tenant who violates this policy.

G. Moreover, the Authority will comply with all Civil Rights, fair housing policies, and privacy laws and shall not discriminate on the basis of race, creed, national origin, religion, age, sex, disability, or familial status during any phase of the eviction process.

H. Any conflict between this policy and federal statutes, regulations, or HUD handbook will be resolved in favor of federal law and policy.

### SECTION III... NONRESIDENT VIOLATORS

This Housing Authority will maintain a zero tolerance for any person that comes onto any Housing Authority owned property and violates the rules and regulations of this Housing Authority. Any nonresident found in violation of this policy, or any other infraction listed in the lease agreement that threatens the health, safety, or right to peaceful enjoyment of the premises by the residents, and/or employees of the Housing Authority will be permanently barred from all Housing Authority properties. Any individual entering a property of the Housing Authority after being barred will be charged for criminal trespassing. This will be enforced to the fullest extent possible.

### SECTION IV... REPORTING POLICIES

All employees of this Housing Authority are responsible for insuring that all rules, regulations and guidelines set forth by this Housing Authority are complied with to the fullest extent possible. Further, all employees have been made aware of the One Strike and You're Out Policy. Employees are required to report all violations personally observed or related to them by residents or other concerned citizens within the community.

The following steps will be taken by employees of this Housing Authority upon gaining knowledge of any information concerning violations on the part of anyone on or near Housing Authority Properties. This could be concerning illicit drug activity, other criminal activity and/or disruptive alcohol abuse.

1. Prepare a written account of your observations and/or information received from another source. The written account should include the date and time of the occurrence.
2. Immediately report the incident to the Executive Director with the written information to be turned in to the Executive Director or their designated representative concerning these matters.
3. Matters concerning drug, gang, violent, or related activity will also be immediately reported to the Security Department by the Executive director. The Security department has the responsibility to contact the agencies that need notification for necessary action.
4. Any sighting of illegal drugs laying in plain view anywhere in the units, whether in occupied or vacant units, will immediately be reported to the Executive Director. Care will be taken on the part of all employees not to touch anything in the area of the drugs or drug paraphernalia. The employee will remain at the scene if possible until arrival of a representative of the Executive Director. The employee will be required to describe to responding law enforcement personnel the circumstances surrounding the finding of the illicit drugs.
5. It is the responsibility of the Executive Director or his/her representative to contact the proper authorities for immediate response and to proceed to the scene to verify and record all necessary information for report purposes. Once completed, the responding individual will immediately report all information concerning actions taken to the Executive Director upon their return to the office.
6. Incident and/or complaint reports generated by law enforcement agencies or security that occur on the Housing Authority properties, a copy will be obtained for Housing Authority purposes. These reports will be kept on file with the security department.

Employees of the Housing Authority, upon accepting employment with this Housing Authority automatically accept full responsibility to comply with the rules, regulations and guidelines set forth by this Housing Authority, and the adherence to the laws and guidelines set forth by HUD, City, State and Federal legislature concerning the issues addressed in this policy.

**APPENDIX C**

**Deconcentration Analysis  
February 2009**

The Public Housing Reform Act requires the McAlester Housing Authority to conduct a Deconcentration Analysis of its Public Housing developments each year. This analysis must be reported in the PHA Annual Plan and the Admissions and Continued Occupancy Policy with an explanation of any discrepancies in the analysis. The McAlester Housing Authority must also adopt Deconcentration Policies in its Admissions and Continued Occupancy Policy to rectify these discrepancies.

To be considered in compliance with Deconcentration regulations, the average income of each individual development must be similar to the average income of the entire PHA. Housing Authorities may substitute the medium income for the average income with a justification of the substitution. Also, Housing Authorities may use a bedroom adjustment to figure the average/medium incomes. To be in compliance, the average/medium income of the individual development must be within 15% of the average/medium income of the entire development.

In February of 2009, the McAlester Housing Authority conducted its Deconcentration Analysis. The results are as follows.

Project	Average Income	Deconcentration upper and lower limits		Average income/w Bedroom adjustment	Deconcentration upper and lower limits	
		85%	115%		85%	115%
62-All	\$12,279	\$10,437	\$14,121	\$12,279	\$10,437	\$14,121
62-001	\$11,380	Within Limits		\$11,716	Within Limits	
62-002	\$15,788	Outside Limits		\$13,729	Within Limits	
62-003	\$10,224	Outside Limits		\$12,199	Within Limits	
62-004	\$12,356	Within Limits		\$8,826	Outside Limits	
62-005	\$14,743	Outside Limits		\$11,981	Within Limits	

As you can see, the MHA does have a problem with some projects not being in compliance using the average income limit with and without the bedroom adjustment.

When the bedroom adjustment is applied, one project is outside the income guidelines. This Project only contains 3 units and very little turnover. The MHA will try to apply our Deconcentration Policies to its Projects to bring the incomes within limit.



The MHA Deconcentration Policy contains incentives the MHA can offer applicants to increase appeal in targeted developments. These incentives include, but are not limited to:

1. Allow families to skip ahead on the waiting list if their income is such that it helps deconcentrate income levels of the McAlester Housing Authority projects.
2. Offer of a bigger unit so as to increase the appeal of the targeted development.
3. First month rent remainder waived if applicant is willing to move into targeted development.

Project 62-004 only has three units in it and it is very hard to deconcentrate a project with this few units, as the turnaround is very low.

Project 62-002, and 005 are higher income projects than the other projects. The MHA suspects that this may be due to larger families and thus larger family incomes as these projects have several 3 and 4 and 5 bedroom units where other projects may not have these large of units. Also, this project is scattered with single-family units instead of duplexes and triplexes like other projects. People with higher incomes are able to wait for the scattered units to become available while people with lower income may have to take the higher turnover projects.

According to HUD, no development whose income is below 30% MFI can be considered above the Average Income of the Development. When applying the bedroom adjustment, all but one of MHA's projects are below the MFI for Pittsburg County. This one project is within the Deconcentration Guidelines. The one project that is not within the Deconcentration guidelines is below 30% MFI and therefore is exempt. All of MHA's developments are within Deconcentration limits or are below the 30% thresh hold and therefore are exempt and not subject to Deconcentration guidelines. The MFI of Pittsburg County for 2009 is \$43,800 which 30% would be \$13,140.

In conclusion, the Deconcentration Analysis did show a discrepancy in incomes among the projects owned by the MHA when using the average income. Even though the MHA developments are exempt, we will be using deconcentration policies to equalize development incomes.

**APPENDIX D  
UNITS**

ALL ADDRESSES ARE CITY OF McALESTER, COUNTY OF PITTSBURG  
STATE OF OKLAHOMA, ZIP CODE 74501

62-001 SITE A

1501 E. Chickasaw -	3 br	1541 E. Chickasaw -	3 br
1502 E. Chickasaw -	1 br	1542 E. Chickasaw -	1 br
1503 E. Chickasaw -	3 br	1543 E. Chickasaw -	2 br
1504 E. Chickasaw -	0 br	1544 E. Chickasaw- Handicapped -	1 br
1505 E. Chickasaw -	3 br	1545 E. Chickasaw -	3 br
1506 E. Chickasaw -	2 br	1546 E. Chickasaw -	1 br
1507 E. Chickasaw -	3 br	1547 E. Chickasaw -	2 br
1508 E. Chickasaw -	0 br	1548 E. Chickasaw -	1 br
1509 E. Chickasaw -	3 br	1549 E. Chickasaw -	3 br
1510 E. Chickasaw -	0 br	1550 E. Chickasaw -	2 br
1511 E. Chickasaw -	3 br	1551 E. Chickasaw -	2 br
1512 E. Chickasaw -	1 br	1552 E. Chickasaw -	3 br
1513 E. Chickasaw -	3 br	1553 E. Chickasaw -	3 br
1514 E. Chickasaw -	1 br	1554 E. Chickasaw -	3 br
1515 E. Chickasaw -	3 br	1555 E. Chickasaw -	2 br
1516 E. Chickasaw -	1 br	1556 E. Chickasaw -	2 br
1517 E. Chickasaw -	2 br	1557 E. Chickasaw -	3 br
1518 E. Chickasaw -	1 br	1558 E. Chickasaw -	2 br
1519 E. Chickasaw -	3 br	1559 E. Chickasaw -	2 br
1520 E. Chickasaw -	0 br	1560 E. Chickasaw -	3 br
1521 E. Chickasaw -	3 br	1561 E. Chickasaw -	3 br
1522 E. Chickasaw -	0 br	1562 E. Chickasaw -	2 br
1523 E. Chickasaw -	3 br	1563 E. Chickasaw -	2 br
1524 E. Chickasaw -	2 br	1564 E. Chickasaw -	3 br
1525 E. Chickasaw-Handicapped -	3 br	1565 E. Chickasaw -	3 br
1526 E. Chickasaw -	0 br	1566 E. Chickasaw -	3 br
1527 E. Chickasaw -	2 br	1567 E. Chickasaw -	2 br
1528 E. Chickasaw -	1 br	1568 E. Chickasaw -	2 br
1529 E. Chickasaw -	2 br	1569 E. Chickasaw -	3 br
1530 E. Chickasaw -	1 br	1570 E. Chickasaw -	2 br
1531 E. Chickasaw -	3 br	1571 E. Chickasaw -	2 br
1532 E. Chickasaw -	1 br	1572 E. Chickasaw -	3 br
1533 E. Chickasaw -	2 br	1573 E. Chickasaw -	3 br
1534 E. Chickasaw -	1 br	1574 E. Chickasaw -	2 br
1535 E. Chickasaw -	3 br	1575 E. Chickasaw -	2 br
1536 E. Chickasaw-Handicapped -	1 br	1576 E. Chickasaw-Audio Visual -	3 br
1537 E. Chickasaw -	3 br	1577 E. Chickasaw -	3 br
1538 E. Chickasaw -	1 br	1579 E. Chickasaw -	2 br
1539 E. Chickasaw -	2 br	1581 E. Chickasaw -	3 br
1540 E. Chickasaw -	1 br	1583 E. Chickasaw -	2 br

Project: 62-001 Site B

801 E. Monroe - 0 br  
803 E. Monroe - 0 br  
805 E. Monroe - 0 br  
807 E. Monroe - 0 br  
809 E. Monroe - 0 br  
811 E. Monroe - 0 br  
813 E. Monroe - 0 br  
815 E. Monroe - 0 br  
817 E. Monroe - 0 br  
819 E. Monroe - 0 br  
821 E. Monroe - 0 br  
823 E. Monroe - 0 br  
825 E. Monroe - 0 br  
827 E. Monroe - 0 br  
829 E. Monroe - 0 br  
831 E. Monroe - 0 br  
833 E. Monroe - 0 br  
835 E. Monroe - 0 br  
837 E. Monroe - 0 br  
839 E. Monroe-Handicapped - 0 br  
841 E. Monroe-Audio Visual - 0 br

900 E. Madison- Handicapped- 2 br  
901 E. Madison-Handicapped - 1 br  
902 E. Madison - 3 br  
903 E. Madison - 2 br  
904 E. Madison - 2 br  
905 E. Madison - 1 br  
906 E. Madison - 1 br  
907 E. Madison - 2 br  
908 E. Madison - 2 br  
909 E. Madison - 2 br  
910 E. Madison - 1 br  
911 E. Madison - 1 br  
912 E. Madison - 2 br  
913 E. Madison - 2 br  
914 E. Madison - 1 br  
915 E. Madison - 3 br  
916 E. Madison - 2 br  
917 E. Madison - 1 br  
918 E. Madison - 1 br  
919 E. Madison - 2 br  
920 E. Madison - 2 br  
922 E. Madison - 1 br  
924 E. Madison-Audio Visual - 1 br  
926 E. Madison - 2 br

Project: 62-002

Site A

3001 North Hope - 2 br  
3005 North Hope - 2 br  
3009 North Hope - 3 br  
3013 North Hope - 4 br  
7 West Rock - 3 br  
9 West Rock - Audio Visual - 2 br  
11 West Rock - 3 br  
13 West Rock - 3 br  
15 West Rock - 2 br  
17 West Rock - 2 br  
19 West Rock - 2 br  
21 West Rock - Handicapped - 2 br

SITE B-C

818 E. Washington - 4 br  
208 North Ninth - 3 br  
908 E. Washington - 2 br  
204 North Ninth - 3 br  
200 North Ninth - 2 br

SITE-D

907 E. Choctaw - 2 br

SITE-E

906 E. Choctaw - 4 br  
910 E. Choctaw - 3 br

SITE-F

1206 E. Choctaw - 2 br  
1210 E. Choctaw - 3 br

SITE-G

913 E. Chickasaw - Handicapped - 2 br

SITE-H

1001 E. Chickasaw - 3 br  
1005 E. Chickasaw - 2 br  
108 South 10<sup>th</sup>.- 3 br

SITE-J

1116 E. Chickasaw - 2 br

SITE-K

1214 E. Chickasaw - 2 br  
1216 E. Chickasaw - 2 br  
201 South 13<sup>TH</sup> - 2 br

SITE L&M

1300 E. Chickasaw - 4 br  
1301 E. Cherokee - 3br  
200 South 13<sup>th</sup> - 2 br  
204 South 13<sup>th</sup> - 2 br

SITE N

1105 E. Cherokee - 2 br  
1109 E. Cherokee - 2 br

SITE-O

811 E. Cherokee - Handicapped - 3 br

SITE-P

310 W. Delaware - 3 br  
314 W. Delaware - 3 br

SITE-Q

417 W. Miami - 3 br  
419 W. Miami - 4 br

SITE-R

422 W. Miami - 4 br  
1008 South "D" St - 3 br

Project: 62-003

West Kiowa

Settlers Drive

500 A Settlers Drive - 1 br  
500 B Settlers Drive - 1 br  
501 A Settlers Drive - 1 br  
501 B Settlers Drive - 1 br  
502 A Settlers Drive-Handicapped - 1 br  
502 B Settlers Drive - 1 br  
503 A Settlers Drive-Audio Visual - 1 br  
503 B Settlers Drive - 1 br  
504 A Settlers Drive - 1 br  
504 B Settlers Drive - 1 br  
505 A Settlers Drive - 1 br  
505 B Settlers Drive - 1 br  
506 A Settlers Drive - 1 br  
506 B Settlers Drive - 1 br  
507 A Settlers Drive - 1 br  
507 B Settlers Drive - 1 br  
508 A Settlers Drive - 1 br  
508 B Settlers Drive - 1 br  
510 A Settlers Drive - 1 br  
510 B Settlers Drive - 1 br  
512 A Settlers Drive - 1 br  
512 B Settlers Drive - 1 br  
514 A Settlers Drive - 1 br  
514 B Settlers Drive - 1 br  
516 A Settlers Drive - 1 br  
516 B Settlers Drive - 1 br  
518 A Settlers Drive - 1 br  
518 B Settlers Drive - 1 br  
520 A Settlers Drive - 1 br  
520 B Settlers Drive - 1 br  
522 A Settlers Drive - 0 br  
522 B Settlers Drive - 0 br  
522 C Settlers Drive - 0 br  
524 A Settlers Drive - 0 br  
524 B Settlers Drive - 0 br  
524 C Settlers Drive-Audio Visual - 0 br  
526 A Settlers Drive-Handicapped - 0 br  
526 B Settlers Drive - 0 br  
526 C Settlers Drive - 0 br

501 A West Kiowa - 1 br  
501 B West Kiowa - 1 br  
503 A West Kiowa - 1 br  
503 B West Kiowa-Handicapped - 1 br  
507 A West Kiowa - 1 br  
507 B West Kiowa - 1 br  
509 A West Kiowa-Handicapped - 1 br  
509 B West Kiowa - 1 br  
511 A West Kiowa - 1 br  
511 B West Kiowa - 1 br  
513 A West Kiowa - 2 br  
513 B West Kiowa - 2 br  
515 A West Kiowa - 2 br  
515 B West Kiowa - 2 br  
601 A West Kiowa - 1 br  
601 B West Kiowa - 1 br  
603 A West Kiowa - 1 br  
603 B West Kiowa - 1 br  
605 A West Kiowa - 1 br  
605 B West Kiowa - 1 br  
607 A West Kiowa - 1 br  
607 B West Kiowa - 1 br  
609 A West Kiowa - 1 br  
609 B West Kiowa - 1 br

Project: 62-004

1101 E. Cherokee–Audio Visual -	4 br
1106 E. Cherokee-Handicapped -	4 br
1200 E. Chickasaw -	4 br

Project: 62-005

Site 4 (2 units)

204 W. Peoria - 2 br  
206 W. Peoria - 2 br

Site 5 (4 units)

301 West Modoc - 3 br  
309 West Modoc - 4 br  
1209 South "C" - 3 br  
1211 South "C" - 2 br

Site- 11 (2 units)

910 West St - 3 br  
806 West Tyler - 4 br

Site No. 12 (1 unit)

726 West Gene Stipe Blvd. - 5 br

Site 21 (1 unit)

903 South "B" - 2 br

Site 13 (1 unit)

902 North "C" - 2 br

Site 3 (4 units)

517 East Park-Handicapped - 2 br  
516 East Mill - 3 br  
519 East Park - 3 br  
518 East Mill - 4 br

Site 6 (1 unit)

805 West Brewer - 5 br

Site 17 (4 units)

3202 North Robin - 3 br  
35 West Brewer - 3 br  
31 West Brewer - 4 br  
3204 North Robin - 4 br

Site 22 (6 units)

707 East Locust - 2 br  
709 East Locust - 3 br  
801 East Locust - 4 br  
803 East Locust - 3 br  
805 East Locust - 2 br  
807 East Locust - 3 br

Site 23 (4 units)

501 East Briar - 3 br  
505 East Briar - 2 br  
509 East Briar-Audio Visual - 3 br  
3106 North Vine - 2 br

Site 9 (2 units)

3403 North Plum - 4 br  
3401 North Plum - 2 br

Site 14 (4 units)

3205 North 7<sup>th</sup> - 4 br  
3207 North 7<sup>th</sup> - 3 br  
3209 North 7<sup>th</sup>-Handicapped - 3 br  
3211 North 7<sup>th</sup> - 2 br

Site 15 (2 units)

802 East Ashland - 4 br  
804 East Ashland - 3 br

Site 16 (2 units)

3402 North 7<sup>th</sup> - 4 br  
3400 North 7<sup>th</sup> - 3 br

**APPENDIX E  
SECURITY DEPOSITS**

0 - 1 BR	ELDERLY	\$100.00
2 BR	ELDERLY	125.00
0-1 BR	FAMILY	125.00
2 BR	FAMILY	150.00
3 BR	FAMILY	175.00
4 BR	FAMILY	200.00
5 BR	FAMILY	225.00



## APPENDIX F

### McALESTER HOUSING AUTHORITY GRIEVANCE PROCEDURE

#### 1.0 RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer.

#### 2.0 DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

- A. **"Grievance"** shall mean any dispute which a resident may have with respect to the McAlester Housing Authority's action or failure to act in accordance with the individual resident's lease or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority; or any violent or drug-related criminal activity on or off such premises; or any activity resulting in a felony conviction. Nor shall this process apply to disputes between residents not involving the McAlester Housing Authority or to class grievances.
- B. **"Complainant"** shall mean any resident whose grievance is presented to the McAlester Housing Authority or at the development management office in accordance with sections 3.0 and 4.0 of this procedure.
- C. **"Elements of Due Process"** shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
  - 1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
  - 2. Right of the resident to be represented by counsel;
  - 3. Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
  - 4. A decision on the merits.

- D. **"Hearing Officer"** shall mean a person selected in accordance with section 4.0 of these procedures to hear grievances and render a decision with respect thereto.
- E. **"Resident"** shall mean the adult person (or persons) other than a live-in aide:
  - 1. Who resides in the unit and who executed the lease with the McAlester Housing Authority as lessee of the premises, or, if no such person now resides in the premises,
  - 2. Who resides in the unit and who is the remaining head of household of the resident family residing in the unit.
- F. **"Resident Organization"** includes a resident management corporation.
- G. **"Promptly"** (as used in section 3.0, and 4.0 (D)), shall mean within the time period indicated in a notice from McAlester Housing Authority of a proposed action, which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

### **3.0 PROCEDURES PRIOR TO A HEARING**

Any grievance shall be promptly and personally presented, or in writing, to the McAlester Housing Authority office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the Authority's resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

### **4.0 PROCEDURES TO OBTAIN A HEARING**

#### **4.1 REQUEST FOR HEARING**

The resident shall submit a written request for a hearing to the Authority or the development office within five (5) calendar days from the date of the mailing of the summary of the discussion pursuant to section 3.0. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

#### **4.2 SELECTION OF A HEARING OFFICER**

A grievance hearing shall be conducted by an impartial person appointed by the McAlester Housing Authority other than a person who made or approved the action under review or a subordinate of such person.

The McAlester Housing Authority shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization(s) for such organization's comments or recommendations. The McAlester Housing Authority shall consider any comments or recommendations by a resident organization.

From this list, a hearing officer shall be selected.

#### **4.3 FAILURE TO REQUEST A HEARING**

If the resident does not request a hearing in accordance with this section, then the McAlester Housing Authority's disposition of the grievance under section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the McAlester Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.

#### **4.4 HEARING PREREQUISITE**

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in section 3.0 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 3.0 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

#### **4.5 ESCROW DEPOSIT**

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the McAlester Housing Authority claims is due, the resident shall pay to the McAlester Housing Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the McAlester Housing Authority until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the McAlester Housing Authority may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment

shall not constitute a waiver of any right the resident may have to contest the McAlester Housing Authority's disposition of his grievance in any appropriate judicial proceeding.

If a grievance concerns the denial of a financial hardship exemption from the minimum rent requirement or the effect of welfare benefit reductions in the calculation of family income, the requirement for an escrow deposit is waived.

#### **4.6 SCHEDULING OF HEARINGS**

Upon the resident's compliance with this section the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the McAlester Housing Authority. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

### **5.0 PROCEDURES GOVERNING THE HEARING**

The resident shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the McAlester Housing Authority does not make the document available for examination upon request by the resident, the McAlester Housing Authority may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the McAlester Housing Authority or development management relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the McAlester Housing Authority

and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. The McAlester Housing Authority shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

## **6.0 INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS**

The participant family may request that the McAlester Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

## **7.0 DECISION OF THE HEARING OFFICER**

The Hearing Officer shall prepare a written decision, together with the reasons therefore, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and the McAlester Housing Authority. The Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the McAlester Housing Authority and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the McAlester Housing Authority who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the McAlester Housing Authority's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern McAlester Housing Authority action or failure to act in accordance with or involving the resident's lease or Authority regulations, which adversely affect the resident's rights, duties, welfare or status;

- B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or Board of Commissioners in favor of the McAlester Housing Authority or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial do novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

**APPENDIX G**  
**McALESTER HOUSING AUTHORITY**  
**DWELLING LEASE**

The McAlester Housing Authority (hereinafter called MHA), in consideration of the rights herein reserved and representations made by the Resident signing this Lease as set forth in the application, hereby leases to the Resident the following:

1. PARTIES AND PREMISES

Resident _____	Original Lease Date _____
Unit Address _____	Effective Date _____
Project/Site Number _____	No. persons/BR _____
Monthly Rent _____	Security Deposit \$ _____

UTILITIES: Gas [ ] Electricity [ ] Water, Sewer, Garbage [ ] UTILITY ALLOWANCE \$

This unit will be occupied solely by Lessee and members of the household listed below:

NAME	RELATIONSHIP	DOB	SEX
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The Resident agrees and understands that occupancy of the premises under this Lease is limited to the Resident and Resident Family Members listed above. If any person other than those listed above occupies the premises or any portion thereof, other than as provided in Section 4, it shall be a material breach of this Lease and constitute cause for termination of this Lease by MHA. MHA retains the right to control and prevent access into the buildings and grounds of all unauthorized persons. Any additions to the household members listed above require the advance written approval of the MHA. This includes Live-in Aides and foster children or adults, but excludes natural births. The MHA shall approve the additions if they pass the screening and an appropriate size unit is available.

**INITIALS** \_\_\_\_\_

2. YEARLY LEASE

This Lease commences upon the date of execution, continues for the remainder of this calendar month and for the terms of one (1) year thereafter, provided, however, that in the absence of a Notice to Terminate, as provided for in Section 14 herein. The Lease will be renewed each year if during the reexamination process, the tenant and or family is still eligible for Housing under the Admissions and Continued Occupancy Policy. The lease will be renewed at Reexamination when the MHA's official initials the MHA Lease Approval at the end of the lease.

3. PAYMENTS DUE UNDER THE LEASE

Resident agrees and understands that a violation of this Section shall be a material breach of this lease and shall constitute cause for termination of this Lease by MHA.

**INITIALS** \_\_\_\_\_

A. Rent for the period \_\_\_\_\_ and ending at midnight \_\_\_\_\_ is \$ \_\_\_\_\_. Thereafter, monthly rent in the amount of \$ \_\_\_\_\_ will be due on or before the first day of each month.

- \_\_\_ This rent is based on the MHA-determined flat rent for this unit. See Section 4(G) of the Lease.
- \_\_\_ This rent is based on the income and other information reported by the resident.

B. Resident agrees that rent not paid by the close of business on the first day after it is due shall be considered as delinquent. Said close of business shall be in accordance with the hours posted in the MHA management office. Upon said rent being delinquent, MHA shall have the right to terminate this Lease in accordance with the provisions of Section 5 of this Lease.

**INITIALS** \_\_\_\_\_

C. UTILITIES: MHA agrees to furnish the utilities in accordance with the current Schedule of Utilities posted in the MHA Management Office: RESIDENT UNDERSTANDS THAT MHA MAY, AT ITS SOLE DISCRETION, MODIFY THE PRESENT SYSTEM OF FURNISHING UTILITIES. MHA shall not be responsible for failure to furnish utilities by reason of any cause beyond its control. If heat is not furnished by MHA as set out above, then and in that event, RESIDENT agrees to furnish heat to the dwelling unit and agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason, RESIDENT is unable to maintain sufficient heat, he shall immediately notify MHA. RESIDENT will be charged for any damages resulting from his/her failure to maintain sufficient heat or to notify MHA, unless for any cause beyond his/her control.

Charges for utilities shall become due and collectible on the first day of the second month following the month in which the charge is made.

The RESIDENT agrees to provide and pay for the following utility or utilities for the duration of residency:

Utility Service	To be Paid By	Equipment	To Be Furnished By
Gas	<u>TENANT</u>	Range	<u>MHA</u>
Water and Garbage	_____	Refrigerator	
Electricity	<u>TENANT</u>	Trash Receptacles	<u>TENANT</u>

D. SECURITY DEPOSIT: Resident agrees to pay a security deposit in the amount of \$ \_\_\_\_\_. MHA shall place the security deposit in a separate account established for the sole purpose of holding security deposits. Upon termination of this Lease, MHA may use the security deposit as reimbursement for any unpaid rent and for actual expenses incurred in repairing damages to the premises (except for reasonable wear and tear) caused during the Resident's occupancy, and for any other actual loss or damage sustained as a result of the Resident's breach of terms or conditions of this Lease. Payment of the Security Deposit is to be made upon occupancy or by payment of \$ \_\_\_\_\_ upon occupancy and \$ \_\_\_\_\_ per month for the following \_\_\_\_\_ months until the balance is paid.

The security deposit, less any deductions, shall be returned to the Resident within thirty (30) days after the Resident vacates the unit or MHA shall provide the Resident with a written statement of all deductions mailed to Resident's last known address within thirty (30) days. Resident waives the right to interest accrued on the security deposit.

4. REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY

A. The Resident acknowledges and agrees that the leased premises are a part of the development operated by MHA to provide housing for low-income families. To fulfill its purpose, MHA, with the approval of the U.S. Department of Housing and Urban Development, has adopted eligibility requirements and a rent formula based on family composition, income, and assets. HUD has also developed a flat rent the MHA may use based on the Fair Market Values of this area. MHA shall have a right to determine the monthly rent, dwelling unit size, and eligibility of the Resident when necessitated by changes in the Resident's family composition, income, or assets; that MHA may require the Resident to transfer to another dwelling unit if the leased premises become inappropriate to the Resident's needs or require the Resident to move if no longer eligible. MHA shall have the right to request and receive information and certifications from the Resident regarding income, assets, and family composition.

B. Resident further agrees to furnish to MHA, upon request, information and certifications regarding income assets and family composition as may be necessary for MHA to make determinations with respect to rent, eligibility, and the appropriateness of bedroom size.

C. **The failure of the Resident to furnish true and accurate information on any application, certification, recertification or request for interim examination may result in immediate termination of this Lease. Further, Title 18, Section 1001 of the United States Code states that a person is guilty of a felony for**



**knowingly and willingly making a false or fraudulent statement to any Department or agency of the United States or the Department of Housing and Urban Development.**

**INITIALS \_\_\_\_\_**

D. In the event that either an annual or interim reexamination shall lead to a determination that an adjustment is necessary in the Resident's monthly rent, MHA shall mail a "Notice of Resident Rent Adjustment" to the Resident.

E. The monthly rent set forth in Section 3 of this Lease, or adjusted rent pursuant to this Section 4, shall remain in effect for the period between the periodic rent redeterminations, except that if the Resident shall misrepresent or fail to report to MHA any material fact affecting the determination of the Resident's rent, so that rent Resident is paying is less than Resident should have been charged, in addition to the termination of Lease, an adjustment to the monthly rent may be made retroactive to the effective date of the surge and Resident shall be required to pay such retroactive amount.

**INITIALS \_\_\_\_\_**

F. If MHA determines on the basis of the Resident's family composition that the leased premises are no longer appropriate to the Resident's needs, and if MHA has available a dwelling unit of appropriate size, then it may require the Resident to move to the available unit. Resident agrees to transfer to an appropriate size dwelling unit based on family composition upon appropriate notice from MHA that such a dwelling unit is available. If the Resident refuses to accept the available unit within five(5) days after receiving the request from MHA, MHA may terminate this Lease. Resident shall be given a reasonable period of time to move. This shall not exceed thirty (30) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the MHA, the MHA may terminate this lease. If the Resident does not agree with the determination, the Resident shall have the right to request a hearing under the grievance procedure.

If a family requests or agrees to move into a smaller unit size (than would normally be assigned) to expedite housing, they will not be eligible for a larger size unit for one(1) year or until the family size changes, whichever is first.

**INITIALS \_\_\_\_\_**

G. ANNUAL REEXAMINATION: The Resident agrees that at least once each year, upon request by MHA, the Resident will provide true, complete and accurate information to MHA as to the Resident's total income, assets and family composition, which information shall be used by MHA in determining whether the monthly rent shall be adjusted, whether the leased premises are still appropriate for the Resident's needs and whether the Resident still meets eligibility requirements. Income reviews will be held every third year for Residents choosing the flat rent option. Family composition reexams and inspections will still be conducted each year. At the time of the review appointment, the Resident may elect to change his or her rent choice option. The Resident's total family income shall be determined by MHA on the basis of the anticipated annual income for the succeeding twelve (12) months from the date of such re-examination with current income the primary basis for estimating the total annual income. The Resident agrees to give MHA proper authorization to verify all sources of income. Any redetermination of the monthly rent, dwelling size, or eligibility shall be made in accordance with the approved statement of policies governing admission and continued occupancy posted in the principal offices of MHA.

Failure to appear for a scheduled reexamination and to provide changes in income may, at the discretion of MHA, result in termination of this lease.

**INITIALS \_\_\_\_\_**

Families may change rent calculation methods at any annual reexamination. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and/or medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

H. INTERIM RENT REDETERMINATION: Resident acknowledges that in between regularly scheduled annual reexaminations, changes may occur in income, assets, employment status, or family composition which would warrant an interim rent redetermination. Resident agrees to notify MHA in writing upon any change in family composition within ten (10) days of its occurrence in order that MHA may make determinations with respect to rent, eligibility, and appropriateness of dwelling size. Resident understands that changes to be reported to MHA between annual reexaminations within the aforementioned ten (10) day period shall include, but not be limited to:

1. A member has been added to the family through marriage, birth, adoption, court-awarded custody or other circumstances affecting family composition.
2. A household member is leaving or has left the family unit.

In addition, Residents paying rent based on a percentage of income may report the following activities that occur between Annual rent Recertifications.

- (1) An increase in annual income and the source thereof, or decrease in annual income;
- (2) Childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school;
- (3) Handicapped assistance expenses, which enable a family member to work;
- (4) Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
- (5) Other family changes that impact their adjusted income.

In the event that an interim reexamination results in a rent increase, such increase shall become effective on the first day of the second month following the occurrence of the change(s).

In the event that an interim reexamination results in a rent decrease, such decrease shall become effective on the first day of the month following the occurrence of the change, provided that the Resident has timely reported such change; otherwise, such decrease shall become effective on the first day of the month which follows the date of reporting such change(s) to MHA.

Failure to appear for a scheduled interim rent redetermination and to provide change in income may, at the discretion of MHA, result in termination of this Lease.

**INITIALS** \_\_\_\_\_

I. MHA may refuse to process an interim recertification when the Resident reports a decrease in income only if:

- (1) MHA receives confirmation that the decrease will last less than one month (i.e. an employer states that a Resident will be laid-off for only two weeks).
- (2) A Resident's rent shall not be reduced if the decrease in income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

J. MHA may delay (but not refuse) processing an interim reexamination if MHA has confirmation that the Resident's income will be partially or fully restored within two months. Processing may be delayed only until the new income is known (i.e. the Resident has lost a job and unemployment payments will begin within 4 to 6 weeks).

During the period of delayed processing (the period from the date the Resident reports the decrease in income until the date the processing of the recertification is completed) MHA may not evict the Resident nor terminate participation for non-payment of any rent due from that period of delay. This does not constitute a prohibition against eviction for any reason unrelated to the decrease in income which is prompting the payment of rent. In addition, after processing the recertification, MHA will notify the Resident in writing of any rent due for the period of delay, and if the Resident fails to pay it within thirty (30) days after the notification is made, MHA can pursue eviction for non-payment of rent for that period of time.

5. REPAYMENT POLICY

In the case of continued participation (annual, special review, and/or transfer) MHA may offer the Resident an agreement to repay outstanding balances owed to MHA or another housing authority. Such agreements must be executed within thirty (30) days from the date of notification or eviction procedures will be implemented. Agreements will be pursuant to Admissions and Occupancy Policy guidelines.

A Resident who has executed a repayment agreement shall not be eligible for transfer to another low-income public housing unit until they have been in good standing on the repayment agreement for 3 months prior to the transfer.

6. USE AND OCCUPANCY OF THE APARTMENT AND SURROUNDING AREAS

A. The apartment leased to the Resident under this agreement is designed for a family of the Resident's size and composition. The Resident agrees not to sublet, assign, or permit the use of the apartment by persons other than the Resident's family as defined in Section 1 above. This Section shall not be deemed to exclude foster children if properly listed in Section 1 above. The Resident has the right to reasonable accommodation of their guests. Any overnight guest must be registered at the MHA office and cannot stay over a total of **14 days per calendar year**, subject to the right of MHA to terminate the guest privileges of any Resident who, in the judgment of MHA, has abused such privileges. "Guest" is defined as a person in the leased unit with the consent of a household member.

INITIALS \_\_\_\_\_

B. Residents will be allowed to keep 1 pet in their unit. Residents will be subject to all conditions of the MHA's Pet Policy, which is incorporated by reference into this lease

INITIALS \_\_\_\_\_

C. The apartment is to be used solely as a private dwelling for the Resident and the Resident's household as identified in the Lease, and is not to be used or permitted to be used for any other purpose.

INITIALS \_\_\_\_\_

D. Waterbeds and other furniture and belongings which cause structural stress or potential hazards to the leased apartment or on adjacent areas must have approval from the MHA office. No aerial wires, television or CB antennas, satellite dishes, or other such protrusions shall be installed on the buildings or MHA property regardless of method of installation.

INITIALS \_\_\_\_\_

E. New locks are to be installed by MHA maintenance only. Tents and summer houses (screened in enclosures) shall not be allowed.

INITIALS \_\_\_\_\_

F. Resident acknowledges the fact that he will be required to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, development buildings, facilities or common areas caused by Resident, Resident's household, or guests in accordance with a schedule of charges as posted in the administrative and management offices from time to time.

INITIALS \_\_\_\_\_

G. The Resident agrees not to do any of the following without first obtaining MHA's written permission: (a) change or remove any part of the appliances, fixtures, or equipment in the unit; (b) paint or install wallpaper or contact paper in the unit; (c) attach awnings or windows in the unit; (d) attach or place any fixtures, signs, or fences on the building(s), the common areas, or the development grounds; (e) attach any shelves, screen doors, or other permanent improvements in the unit or in any way alter the basic structure or grounds.

INITIALS \_\_\_\_\_

H. The Resident agrees that all possible conditions, which may arise within the development, cannot be anticipated at the time this Lease is executed. The Resident agrees that MHA has the right to establish necessary and reasonable regulations from time to time for the benefit and well being of the entire development. The Resident agrees to abide by such necessary and reasonable regulations established by MHA, provided that such regulations are set forth in writing and are posted on a bulletin board in or near the office of the development and the administrative offices of McAlester Housing Authority, 620 W. Kiowa, McAlester, Oklahoma at least thirty (30)

days prior to the time such regulations are to be put into effect. Such regulations are incorporated by reference in this Lease; violation of such regulations constitutes a violation of this Lease.

7. OBLIGATIONS OF RESIDENT

The Resident shall be obligated as follows:

- (1) No Resident of the McAlester Housing Authority or any of its developments, nor any member of such Resident's household, or guest or another person under the resident's control, shall engage in conduct which: (a) causes or is likely to cause damage or destruction to the premises occupied by the Resident, or the other property of the McAlester Housing Authority within the development in which said premises are located, or to the properties of other others within the neighborhood in which such development is located; (b) is damaging, disruptive, or disturbing to the other Residents of the McAlester Housing Authority within such development or to other persons residing in the neighborhood of such development so as to materially diminish the enjoyment by such other residents or other persons of their respective premises, or shall constitute a nuisance. INITIALS \_\_\_\_\_
- (2) To keep the premises and equipment furnished by MHA for the Resident's exclusive use in a clean and sanitary condition, to maintain the yard in front and rear (and side, if applicable) of the premises neat and orderly.
- (3) To dispose of all garbage, rubbish, furniture, non-MHA appliances, and other waste from the premises in a sanitary and safe manner. Any items not removed within 14 days of written notice to clean up property will be removed by the MHA at the resident's expense.
- (4) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and accessories.
- (5) To refrain from and to cause Resident's household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or development.
- (6) (a) To assure that the Resident, any member of the household, a guest, or another person under the Resident's control, shall not engage in:
  - 1) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of MHA's public housing premises by other residents, employees of MHA, or guests of residents, or
  - 2) any drug related criminal activity on or off such premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of residency, and eviction from the unit.
  - 3) any acts of violence or threats of violence including, but not limited to, unlawful discharge of firearms on or off project premises.
  - 4) crimes against property. i.e. burglary, larceny, robbery, vandalism, and arson.
  - 5) crimes of sexual misconduct. i.e. molestation, prostitution etc.
  - 6) crimes that involve disturbing the peace, i.e. alcohol abuse.(b) The term "drug related activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 USC 802]) and Oklahoma Statutes; and possession of drug paraphernalia (as defined by State and/or Federal Statute).

© Resident agrees to refrain from consuming, storing, selling or possessing illegal substances, including but not limited to illegal drugs as defined by Oklahoma and Federal Statutes, within or upon the property of MHA, and a finding of such illegal substances within the Resident's assigned rental unit is be grounds for eviction by MHA. Resident expressly acknowledges that confiscation

of any illegal drug or substances from the premises by law enforcement or MHA personnel shall constitute a material breach of this Lease and be cause for immediate termination of this Lease by Management.

- D. Tenant specifically understands that the MHA may terminate a lease if:
  - 1. The MHA determines that the tenant or member of the tenant family is illegally using a controlled substance: or
  - 2. If the PHA determines that it has a reasonable cause to believe that such persons illegal use (or pattern of use) of a controlled substances, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents of housing.
- E. A criminal conviction or arrest is not necessary for eviction.
- F. Any provision in state laws requiring conviction in order to evict a tenant is preempted by Federal Law.
- G. The MHA One Strike Policy and Federal One Strike Law are incorporated into this Lease.

- (7) To promptly notify MHA of the need for any repairs to the leased premises and to cooperate with MHA's pest control program by reporting any sighting of pests. The Resident agrees to participate in and abide by the requirements of MHA's pest control program. **INITIALS** \_\_\_\_\_
- (8) To comply with the provisions of any rider attached to and incorporated in this Lease. **INITIALS** \_\_\_\_\_
- (9) To give MHA notice in writing when the premises are to be vacant for two (2) weeks or more; such notice shall not render MHA responsible for any personal property of any nature or description left in or around the leased premises during resident's absence.
- (10) To utilize the storage area, if any, provided by MHA for storage of out-of-season children's toys and equipment, prevent accidents within the development and to discourage theft. The Resident agrees that if he has not placed such items belonging to his family in the storage area after reasonable notice from MHA requesting him to do so, MHA may remove such items and place them in the storage area and the cost of such removal will be charged to the Resident.
- (11) To refrain from driving or allowing motorcycles on any grassed in or common area. They must be driven in the streets only, according to City vehicle laws. Mini-Bikes, mopeds, three-wheelers and snowmobiles are not allowed on the premises or the facilities of the housing area at any time. Parents must enforce bicycle safety rules with their children.
- (12) To take every due precaution to prevent fires and avoid storage of flammable materials, equipment, or vehicles that would create a hazard.
- (13) To comply with all obligations imposed upon residents by applicable provisions or building and housing codes materially affecting health and safety. The City Health Department and McAlester Housing Authority inspection personnel shall be authorized to inspect dwelling units upon notification to Resident.
- (14) Not to obstruct sidewalks, passages, stairways, fire escapes, or front and rear doors or the dwelling nor to use same for any purpose other than entering or departing the building.

- (15) To be responsible for the replacement value of all equipment and appliances either borrowed from MHA or otherwise placed in their custody by MHA and not returned in the same condition (normal wear and tear excepted) upon request by MHA.
- (16) Not to make any repairs, additions, or alterations without the written consent of MHA.
- (17) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, and other facilities and appurtenances.
- (18) To leave the dwelling unit in a clean and good condition upon vacating, reasonable wear and tear excepted, and to return the keys to the authority.
- (19) To place all applicable utilities in Resident's name by the first business day after date of lease and to keep those utilities turned on during residency. If tenant cannot maintain utilities, tenant must immediately notify MHA so that proper heat may be maintained.
- (20) Not to use or keep firearms, including but not limited to Firearms and BB Guns, on Housing premises.
- (21) Resident will abide by MHA Ban Policy and will not allow "banned" persons on or in MHA property.
- (22) Residents must bring in any letter from HUD concerning discrepancies in income to the MHA main office within 30 days of receipt of the letter.
- (23) Residents, not exempt, must complete 8 hours of community service per month as outlined in the Admissions and Continued Occupancy Policy.
- (24) Resident agrees to abide by the MHA Air Conditioner Policy.
- (25) Resident agrees to abide by the MHA Wading Pool and Playground Equipment Policy. Trampolines will not be allowed on MHA property. Wading pools must be no larger than 6 ft in diameter and not more than 12 inches deep and never be left unattended. Playground equipment cannot be taller than 6ft.
- (26) Resident agrees that, for safety reasons, they may not block either door. Windows may not be blocked if it is the only secondary exit in the room.
- (27) Resident will not remove the smoke alarm. The resident will report immediately any problems concerning the malfunction or low battery status of the smoke alarm.

8. OBLIGATIONS OF MHA

MHA shall be obligated, other than for circumstances beyond its control, as follows:

- (1) To maintain the premises and the development in a decent, safe, and sanitary condition.
- (2) To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- (3) To make necessary repairs to the premises.
- (4) To keep development buildings, facilities, and common areas not otherwise assigned to the Resident for maintenance upkeep in a clean and safe condition.

- (5) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of individual Resident family) for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident in accordance with Paragraph 7.(6) above.
- (6) To maintain in good and safe and sanitary working order electrical, plumbing, heating, ventilating, and other facilities and appliances, supplied or required to be supplied by MHA.
- (7) (a) To notify the Resident of the specific grounds for any proposed adverse action by MHA (such adverse action includes, but is not limited to, a proposed lease termination, transfer of the Resident to another unit, or imposition of charges for maintenance and repair or for excess consumption of utilities).  
 (b) When MHA is required to afford the Resident the opportunity for a hearing under MHA'S grievance procedure for a grievance concerning a proposed adverse action, the notice of proposed adverse action shall inform the Resident of the right to request such hearing.

9. MOTOR VEHICLE PARKING

MHA assumes no obligation to provide parking for Resident or members of Resident's household. However, from time to time, parking may be provided on a first-come/first-serve basis if there is any space available in the development covered by this Lease, but only at MHA's discretion and only under the following conditions:

Resident agrees and understands that a violation of this Section by the Resident shall be a material breach of this Lease and shall constitute cause for termination of this Lease by MHA. Vehicles owned, leased, or in the use of Resident, Resident family member, guests and/or visitors that are located on MHA's property shall be subject to the following regulations:

- A. Automobiles shall be parked in designated parking areas only.
- B. No vehicle, including off road vehicles such as mini-bikes, four wheelers, and snowmobiles, shall be allowed on any grassed in area and must be driven in the streets according to City vehicle laws. Other off road vehicles are also prohibited on the premises or the facilities of MHA at any time.
- C. All motor vehicles must be registered, State inspected, and legally operable.
- D. No motor vehicles shall be used for storage purposes by Resident, Resident family members, guests, or visitors.
- E. No motor vehicle Judged by MHA to be hazardous to the health, safety, and welfare of the residents of the area shall be permitted.
- F. A special parking permit must be obtained from the MHA Management office by the Resident for any vehicle. Only two vehicles will be authorized per residence. Any vehicle not reported may be towed at owner's expense.
- G. In the event any motor vehicle is located on MHA's property in violation of the regulations contained in this Lease or any Vehicle Policy as may be posted from time to time in the MHA Management's office, or when ownership cannot be determined, notice shall be placed on the vehicle itself prior to towing the vehicle. When ownership is known, Management shall provide notice of such violation to Resident.

**INITIALS** \_\_\_\_\_

10. DAMAGE AND REPAIR:

A. Resident agrees to pay reasonable charges assessed to the Resident by MHA for repair of such damage caused to the Resident's apartment or the common areas of the neighborhood when such damage has been caused by the Resident, his family, or guest(s). MHA agrees to provide the Resident with an itemized list of such damages, the corrective action needed or taken, and the costs for each of these items. MHA may take separate legal action for the

collection of any damage or money due or to enforce any right under this Lease. The Resident agrees that nonpayment of such assessment may be a separate cause for termination of this lease. Resident acknowledges that he/she is responsible for the unit under this Lease. The Resident shall report all acts of vandalism to Resident's unit to the McAlester Police Department. Nothing in this section shall relieve Resident of the obligation to pay for all damages or acts of vandalism committed by Resident, Resident family members, or guests. A listing of standard sundry, material, and labor charges shall be posted in the administrative and development management offices.

INITIALS \_\_\_\_\_

B. The Resident agrees that all personal property placed in the common areas under the control of MHA shall be at the risk of the Resident or the owner of such personal property, and MHA will not be responsible for any damage to, loss of or removal of such property.

INITIALS \_\_\_\_\_

11. DEFECTS, HAZARDS TO LIFE, HEALTH, AND SAFETY:

In the event the leased premises are damaged or destroyed by fire or other casualty to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants of the leased premises, the following provisions shall apply:

A. The Resident shall immediately give notice to MHA of such damage or destruction.

B. MHA, upon receiving such notice, shall proceed forthwith to repair and restore the leased premises to the condition in which the leased premises were in prior to such damage or destruction; repair and restoration shall be accomplished within a period of time which shall be reasonable, giving due regard to the nature and extent of such damage or destruction.

C. MHA shall offer standard alternative MHA-owned accommodations to the Resident if available, in circumstances where necessary repairs cannot be made within a reasonable time.

D. MHA shall have the right to charge and collect from the Resident the reasonable cost of repairing any damage or destruction caused by the Resident or the Resident's household or guests.

E. MHA is not responsible for any loss of personal property due to theft, damage, or natural disaster. The Resident is encouraged to obtain insurance to cover these possible losses.

INITIALS \_\_\_\_\_

12. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS

MHA and the Resident or his representative shall inspect the dwelling unit prior to commencement of occupancy by the Resident. MHA will furnish the Resident with a written statement of the condition of the dwelling unit and the equipment provided with the unit. The statement shall be signed by both the Resident and MHA. A copy of the statement shall be retained by MHA in the Resident's file. MHA shall inspect the unit at the time the Resident vacates the unit and shall furnish the resident a statement of any charges to be made. The Resident shall have the right to participate in the final inspection, unless the Resident shall have vacated without notice to MHA.

13. ENTRY OF PREMISES DURING RESIDENCY

A. MHA and its agents shall, upon reasonable advance notification to the Resident be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs required of MHA. A written statement specifying the purpose of the entry delivered to the dwelling unit at least one (1) day before such entry shall be considered reasonable advance notification.

B. MHA may enter the dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.



C. If the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, MHA shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit.

14. NOTICE

A. Except as provided in Section 9 of this Lease, any notice to the Resident shall be in writing and shall be delivered to the Resident or to an adult member of the Resident's household residing in the dwelling or sent by prepaid first-class mail, properly addressed to the Resident.

B. Any notice to MHA shall be in writing and shall be delivered to the Office of MHA at 620 W. Kiowa, McAlester, OK, 74501 or sent by prepaid first-class mail properly addressed.

C. If the Resident is visually impaired and MHA has been notified that this person is visually impaired, MHA shall make all notices to the Resident in an accessible format.

15. TERMINATION OF LEASE

A. MHA shall have the right to terminate or refuse to renew this Lease for any violation of the terms of the Lease, including but not limited to failure to make payments due under the Lease or to fulfill the Resident obligations set forth herein, or for other good cause. Resident acknowledges that criminal activity is cause for eviction even in the absence of arrest or conviction.

**INITIALS** \_\_\_\_\_

B. Any of the following types of activity by the Resident, any member of the household, a guest, or another person under the Resident's control, shall be cause for termination of residency:

- (1) Any activity that threatens the health, safety, or right to peaceful enjoyment of MHA's public housing premises by other residents, guests of residents, MHA personnel or others within the community.
- (2) Any drug related criminal activity on or off such premises.
- (3) Any other activity as listed in Section 7(6)(a).

C. The Resident may terminate their Lease at any time by giving a minimum of thirty (30) days written notice to MHA of their intention to terminate their residency. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period, or to the date the unit is re-rented, whichever date comes first. Execution and delivery of such notice by Resident shall be considered by MHA as a final and binding termination of Residency. Such notice must be sent to MHA by any of the methods set forth in Section 14 above. Upon their termination of residency of the apartment governed by this Lease, the Resident agrees to leave such apartment and the surrounding common areas of the neighborhood in a clean, safe, and sanitary condition and to return all keys to MHA. The Resident agrees that he will be responsible for notifying the utility companies and all resident's private utility companies of termination of service to the Resident's account at their address within the development and will complete the payment for such services attributable to such address. The Resident agrees to the following: that MHA will not assume responsibility for any items left in the dwelling once the unit has been vacated. The Resident further agrees that labor involved in the removal of such items from the premises will be charged to the Resident.

D. MHA shall give to the Resident written notice of termination of this Lease of:

- (1) Twenty-four hour emergency notice to vacate for criminal and/or drug related activity, verbal/physical abuse, threats of violence, or any activity that threatens the health or safety of residents, MHA employees, or the public.
- (2) At least fourteen (14) days in case of failure to pay rent.
- (3) A reasonable time commensurate with the seriousness of the situation but not to exceed thirty (30) days when the health or safety of other Residents or MHA employees is threatened.
- (4) Written notice may be given in any other case, including but not limited to:

- (a) serious or repeated interference with the individual liberties or personal property rights of other Residents or property owners within the neighborhood;
  - (b) serious or repeated damage to the Resident's apartment or other property of MHA;
  - (c) continued failure to maintain the Resident's apartment or surrounding common areas of the neighborhood in a safe or sanitary manner;
  - (d) causing or permitting a violation of the law in the Resident's apartment;
  - (e) causing or permitting a nuisance to exist within the apartment or in the common areas of the building or development;
  - (f) giving false facts to MHA or withholding pertinent facts from MHA with respect to income assets, family size or composition;
  - (g) refusal to move to a suitable unit in accordance with Section 4. A. herein;
  - (h) failure to pay a valid charge assessed to the Resident's account;
  - (i) violation of or failure to abide by any of the provisions, agreements, or covenants of this Lease;
  - (j) failure to perform required community service or be exempt ;
  - (k) violation of the ban policy.
- (5) At least thirty (30) days running concurrently with a Resident comment period, in the event MHA wishes to replace this Lease.
- (6) Chronic late payments of rent in accordance with Section 3.A, page 1 above. Nothing shall prevent MHA from issuing a notice of termination for more than one cause, nor from bringing legal action to evict based on more than one cause.

**INITIALS \_\_\_\_\_**

If a hearing is requested concerning any amounts due under the Lease, the amount unpaid and/or under dispute must be paid to MHA at the time of dispute, to be held in escrow by MHA until the dispute is resolved.

E. The notice of Lease termination to the Resident shall state specific grounds for termination, and shall inform the Resident of the reply as the Resident may wish.

When MHA is required to afford the Resident the opportunity for a grievance hearing, the notice shall also inform the Resident of the Resident's right to request a hearing in accordance with MHA's grievance procedure. The Resident has the right to request, within five (5) days of the delivery or proper posting of the notice to vacate, a hearing under the grievance procedure and the method of making the request.

When MHA is required to afford the Resident the opportunity for a hearing under MHA's grievance procedure for a grievance concerning the Lease termination, the residency shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if hearing was timely requested by the Resident) the grievance process has been completed.

When the eviction is for criminal and/or drug related activity, verbal/physical abuse, threats of violence, or any activity that threatens the health or safety of residents, MHA employees, or the public, the McAlester Housing Authority will give the Resident a 24 hour emergency notice to vacate and afford the Resident a grievance hearing within that 24 hour period.

F. MHA may evict the Resident from the unit only by bringing a court action.

G. In deciding to evict for criminal activity, MHA shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the proscribed activity.

In appropriate cases, MHA may permit continued occupancy by remaining family member and may impose a condition that family members who engaged in the proscribed activity will not reside in the unit.

16. RIGHT TO EXAMINE AUTHORITY DOCUMENTS BEFORE HEARING OR TRIAL.

MHA shall provide the Resident a reasonable opportunity to examine, at the Resident's request, before a MHA grievance hearing or court trial concerning a termination of residency or eviction, any documents, including records and regulations, which are in the possession of MHA, and which are directly relevant to the termination of residency or eviction.

The Resident may request that a member of management staff copy any such documents at the Resident's expense.

If MHA does not make documents available for examination upon request by the Resident, MHA may not proceed with the eviction.

17. GRIEVANCE PROCEDURE

Disputes concerning the obligations of the Resident or MHA, which are not exempt from the grievance procedure, shall be resolved in accordance with the grievance procedure, which is in effect at the time such grievance, or appeal arises. Such procedure is posted in MHA's offices and incorporated herein by reference.

18. WAIVER

The failure of MHA or the Resident to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other cause.

19. MODIFICATION

Other than in the case of rent redetermination under Paragraph 4 of this Lease, only a written rider executed by both MHA and the Resident may modify this Lease.

20. ACCOMMODATION OF PERSONS WITH DISABILITIES

For all aspects of the Lease and grievance procedures, a disabled person shall be provided reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use and occupy the dwelling unit equal to a non-disabled person. MHA shall provide a notice to each Resident that the Resident may, at any time during the residency, request reasonable accommodation of a disability unit for any disabled household member on the Lease. Reasonable Accommodation may take the form of relief from excess utility charges for elderly or disabled persons.

Resident certifies that if they move into a handicapped/audio visual (HV/AC) unit, they may be required to transfer to another unit at a later date if someone applies to housing that requires a HC/AV unit. Resident will be given a reasonable time to move. Resident will have to accept an available unit and move within 35 days (unless an unusual hardship condition exists) after receiving the request to transfer from MHA. MHA may terminate this lease if resident does not move within the period specified.

INITIALS \_\_\_\_\_

21. POSTING OF POLICIES, SCHEDULES AND RULES AND REGULATIONS

All schedules of special charges for services, repairs, and utility allowances, requests for Reasonable Accommodation, Grievance Procedures, and all rules and regulations which are incorporated into this Lease by reference, shall be publicly posted in a conspicuous manner in the business offices of MHA at each complex; and copies thereof shall be furnished to applicants for housing and to Residents on request. Such schedules and rules and regulations may be modified from time to time by MHA, provided that MHA shall give at least thirty (30) days written notice to each affected Resident setting forth the proposed modification and the reasons therefore.

22. LIMITED LIABILITY OF MHA

The Resident agrees that MHA shall not be liable to the Resident for any damage to personal property or injury (including premises that may be occasioned by or through:

- A. The acts or omissions of other Residents within the complex;
- B. The failure of the water supply or of any other utility serving the leased premises;
- C. The action, whether direct or indirect, of the elements;
- D. Any theft, fire, or vandalism, or;
- E. Any other cause whatsoever.

Unless such damage or injury shall have occurred through the act or neglect of MHA or its agents, or MHA's failure to perform its obligations there under.

Resident further understands and acknowledges that MHA assumes no responsibility for insurance coverage for the protection of Resident's property and that such coverage is the sole responsibility of the Resident.

23. INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

24. SCHOOL ATTENDANCE

MHA expects your child's attendance at school on a regular basis. Repeated absences will result in MHA's reporting these absences to the proper authorities and serving Residents with a Notice of Eviction for continued negligence.

25. DELAYS

In any case where MHA is required to do any act, the time for performance thereof shall be extended by a period equal to any delay caused by or resulting from the elements, war, civil commotion, fire, or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations, delays caused by the Resident, or other causes beyond MHA's reasonable control.

26. ABANDONMENT

Upon vacating the dwelling unit by the Resident at the termination of this dwelling lease or otherwise, the Resident shall remove from the dwelling unit all personal property belonging to the Resident. Personal property with ascertainable or apparent value left by the Resident shall be place in storage by MHA. If the Resident does not reclaim said personal property through the Central Office of the Authority within three (3) months from the date of storage of the personal property and pay all charges due MHA, including storage charges, all of said personal property left by the Resident shall be deemed to be abandoned by the Resident, and MHA shall proceed to dispose of the property. Any Resident who leaves his or her unit vacant for a period of two weeks without written notice to the Rentals Manager shall be considered to have abandoned the unit. Such abandonment is considered a violation of the lease and grounds for eviction.

27. RESIDENT HANDBOOK

The Housing Authority of the City of McAlester Resident Handbook is attached to this Lease Agreement as Exhibit "A" and are incorporated herein by reference as if fully set out and any violation hereof is considered a material breach of this Lease Agreement and grounds for termination at the option of MHA. Resident has been provided with a Resident Handbook and has had an opportunity to read it or have it read to him/her and understands the content therein.

INITIALS \_\_\_\_\_

28. ACKNOWLEDGMENT

I realize that willfully withholding information or making false or incomplete statements during this interview may be basis for eviction, and that making false statement is a violation of Section 1001, Title 18, United States Code, and is punishable by a fine of not more than \$10,000. or imprisonment for not more than five (5) years, or both.

Resident acknowledges that they have read and understood the provisions and obligations under this Lease and have been afforded an opportunity to have any provisions not understood by resident explained prior to signing below and that they have placed their initials in the margin of this Lease, where found, indicating that special attention and understanding was given to these Sections of the Lease. If Resident cannot read for whatever reason, the Lease and Resident Handbook will be read and explained to them so that they understand the contents.

Resident acknowledges that they have received a pamphlet on the facts about the danger of lead paint poisoning put out by the U.S. Department of Housing and Urban Development.

29 ADMISSIONS AND CONTINUED OCCUPANCY POLICY

The MHA Admissions and Continued Occupancy Policy (ACOP) is incorporated herein by reference as if fully set out and any violation hereof is considered a material breach of this Lease Agreement and grounds for termination at the option of the MHA. A copy of the ACOP is posted in the lobby of the MHA Office located at 620 W. Kiowa.

IN WITNESS WHEREOF, the McAlester Housing Authority (MHA) and the Resident have executed this Lease Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

McALESTER HOUSING AUTHORITY

RESIDENT SIGNATURE(S)

By \_\_\_\_\_

Title \_\_\_\_\_

A copy of this Lease has been received this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**RESIDENT**

The monthly rental on leased premises adjusted by reason of reexamination or in accordance with the operating policies is as follows:

<u>Annual Income</u>	<u>Flat/Formula Rent</u>	<u>Monthly Rent</u>	<u>Date Effective</u>	<u>Resident Approved</u>	<u>MHA Lease Approval</u>

McAlester Housing Authority Revised 4/12/04

McAlester Housing Authority  
Lease Addendum  
Protections for Victims of Domestic Abuse.

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 the assistance, 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 immediate member of the tenants family is the victim or threatened victim of domestic violence, dating violence or stalking.
3. Notwithstanding any restrictions on admissions, occupancy, or terminations of occupancy or assistance, or any Federal, State, or local law to the contrary, the MHA 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, termination assistance to, 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 housing choice voucher program.
4. Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, 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 the McAlester Housing Authority to evict or 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 McAlester Housing Authority 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 weather to evict or terminate.
6. Nothing in this section may be construed to limit the authority of the McAlester Housing Authority to evict, or terminate assistance, to any tenant if the McAlester Housing Authority 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 or terminated from assistance.

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.

\_\_\_\_\_  
Project Manager                      Date

\_\_\_\_\_  
Resident Signatures                      Date

Revised 5-14-07

**APPENDIX H  
FLAT RENTS**

The following Flat Rents will be used for all of the McAlester Housing Authority Units no matter their location or utilities paid.

Bedroom size	0	1	2	3	4	5
Flat Rent	231	264	323	360	433	475

Updated 4-12-04



**APPENDIX I  
UTILITY ALLOWANCES**

Bedroom size	Gas	Electric	Water	Sewer	Garbage
0-BR	\$38.00	\$42.00	\$15.00	\$11.00	\$21.00
1-BR	47.00	49.00	15.00	11.00	21.00
2-BR	52.00	54.00	25.00	16.00	21.00
3-BR	60.00	69.00	26.00	17.00	21.00
4-BR	74.00	85.00	27.00	17.00	21.00
5-BR	75.00	100.00	28.00	18.00	21.00

Updated 03-09-2009

**APPENDIX J**  
**LIST OF CHARGES**

Mini Blinds .....	5.00
Tighten or reenroll screens (light screens) .....	4.00
Replace one-half screen on door (heavy screen) .....	27.00
Replace full screen on door .....	54.00
Heavy screen price .....	3.00 sq. ft
Replace storm door glass .....	25.00
Replace window screen .....	8.00
Replace window screen (heavy screen) .....	27.00
Replace window screen with frame .....	10.00
Replace small window glass .....	10.00
Replace large window glass .....	15.00
w/ frame .....	25.00
Replace storm window glass .....	15.00
w/ frame .....	20.00
Replace storm window assembly (heavy screen & window).....	75.00
Replace Thermo-pane glass .....	70.00
Unstop stool (Depends on condition) .....	10.00
Unstop drains (Depends on condition) .....	10.00
Replace hinges (Cabinets, Closets, Etc.) .....	5.00
Replace wall switch plates and outlet covers .....	1.00
Closet door knobs .....	4.00
Light bulbs (Not For sale to tenants) .....	1.00
Closet rods .....	10.00
Closet door repair (Minor) .....	5.00
Closet door repair (Major) .....	10.00
Repair hole in wall (Minor) .....	5.00
Repair hole in wall (Major) .....	10.00
Replace thermostat .....	30.00
Wall paint (per gallon) .....	16.00
Key replacement .....	2.00
Door lock replacement .....	110.00
Door lock change .....	30.00
Door replacement (Exterior) .....	450.00
Door replacement (Interior & bi-fold closet) .....	40.00
Screen door replacement .....	60.00
Storm door replacement.....	125.00
Screen door plunger/closer .....	7.00
Screen door lock .....	7.00
Storm door handle .....	16.00
Shower rods .....	12.00
Trash haul (small) .....	5.00
Trash haul (large) .....	10.00
Mail box .....	10.00

Light globes .....	7.00
Sink basket (crumb cup) .....	2.00
Window lock .....	2.00
Door stop .....	2.00
Clean range .....	10.00
Clean refrigerator .....	10.00
Clean bathroom fixtures .....	10.00
Clean cabinets .....	5.00
Replace broiler pans .....	10.00
Towel bar .....	5.00
Tissue roller .....	5.00
Floor tile .....	2.00 per tile
Unlock Doors .....	2.00
Mow lawn (depends on condition and size).....	10.00 to 50.00
Smoke detector .....	15.00
Light fixtures .....	16.00
Closet shelf .....	10.00
Medicine cabinet mirror .....	10.00
Chiller tray drawers (crispers) .....	20.00
Toilet seats .....	10.00
Freezer racks .....	5.00
Oven rack .....	8.00
Clean carpet .....	40.00
Dryer vent .....	6.00
Sink sprayer .....	10.00
Stove knobs .....	5.00
Shower head .....	5.00
Handicapped bath mirror .....	85.00
Vent hood light cover .....	5.00
Vent hood filters .....	5.00
AV Smoke Detector .....	130.00
Medicine Chest .....	20.00
Backset (indoor) .....	5.00
Backset (outdoor) .....	15.00
Clothesline .....	4.00 per roll
Eyebolts .....	2.00

Any Items not listed above will be charged at McAlester Housing Authority replacement price.

## Appendix K

### McAlester Housing Ban Policy

#### Purpose:

This policy is established to ensure the safety, security, and welfare of all legitimate residents and Housing Authority staff. It is to ban, cause arrest and/or prosecution of individuals who cannot legally claim residence or entitlement to the McAlester Housing Authority properties or who do not have legitimate reasons and/or permission to Housing Authority premises.

#### Residents

1. Any Resident evicted for cause such as but not limited to:
  - A. Criminal activity, Delinquent Activity;
  - B. The Possession, Sale, Use, or Manufacture of Illegal Substances;
  - C. Violation of the McAlester Housing Authority One Strike Policy, or anyone who repeatedly acts or acted so as to threaten the life, health, safety, or peaceful enjoyment of any resident, their guest, employee of the MHA, or other members of the community;

shall be banned from returning to any of the McAlester Housing Authorities Property.

2. The resident may be barred from all housing authority properties except their unit and immediate area pending lease termination if the resident is in violation of activities listed in part 1 above.

3. Any resident who knowingly invites or allows any barred person(s) to enter or access any McAlester Housing Authority property shall be in violation of their lease and the Authority's Ban policies and subject to eviction.

#### NON-RESIDENTS

1. Any Non-Resident or unauthorized guest (i.e. one who is not listed on any lease held by the Authority and has no legitimate business on McAlester Housing Authority property may be barred for:
  - A. Any suspected or actual criminal activity, Delinquent Activity.
  - B. The Possession, Sale, Use, or Manufacture of Illegal Substances.
  - C. Damage to property.
  - D. Loitering in common areas.
  - E. Acting as lookout or facilitator for drug-related or criminal activity.
  - F. Consumption of alcoholic beverages outside a unit.

- G. Obstructing or interfering with police, security, or MHA staff in the performance of their duties.
- H. Committing any act, which threatens the health, safety, welfare or peaceful enjoyment of the police, security, MHA staff, residents, or their guests.

These conditions apply to legitimate guests of residents with the added conditions that no guests who have been convicted for serious or drug-related activities on MHA properties in the past are permitted to be on any housing authority site, even as a legitimate guest of the resident.

### BAN LISTS

1. All persons banned from Authority property shall be offered a McAlester Housing Authority Banned Visitor Complaint Form. If the Ban Form is offered and refused it shall be considered notice given. This letter will include; 1) The full name and address of the offender if possible; 2) the date the letter is given or offered to the individual; 3) the resident/non-resident status of the individual; 4) the location on which the incident occurred; 5) signature of the officer or staff member barring the individual; date, time, and place the person was encountered; 6) the reason(s) for banning.
2. The authority will post a list of person(s) banned from the Authority's property at the MHA office, 620 W. Kiowa, McAlester, OK, and at the site office at 1500 E. Chickasaw, and shall make a reasonable attempt to inform any resident who is in violation of the Authority's Ban policy in writing, prior to any legal action. A copy of this list shall be given to the local law enforcement dispatchers, Security staff, MHA staff and anyone who requests it.
3. Any person who is in violation of the McAlester Housing Authority's Ban Policy is subject to criminal charges of trespassing.
4. Persons listed on any ban list may not be removed by anyone except in consultation with the person(s) issuing the ban. The person(s) responsible for inputting the ban must be notified of the lifting of a ban before any contact is made with the offender regarding the ban lifting. Banning shall remain in effect for 45 days once issued to notify all individuals with the ban list of the change. During this time the offender is still barred and may not return to the authority property.

## **APPENDIX L**

### **PEST CONTROL POLICY**

The McAlester Housing Authority recognizes the importance of pest control in providing a living environment of adequate health and safety for its residents. To achieve this control the authority has adopted a pest control policy.

#### **PEST CONTROL AND EXTERMINATION**

The McAlester Housing Authority will make all efforts to provide a healthy and roach-free environment for its residents. Currently, the most common pest that inhabits units of the McAlester Housing Authority is the common cockroach.

The Rentals Manager shall make sure that an adequate schedule for treatment is provided by the Pest Control Contracting Agency to address any existing infestation. The schedule will include frequency and locations of treatment. McAlester Housing Authority units are treated/sprayed once per month. Different schedules may be required for each property.

Resident cooperation with the extermination plan is essential. All apartments in a building must be treated for the plan to be effective. Residents will be given information about the extermination program at the time of move-in. All residents will be provided a copy of the Pest Control Schedule for the entire year, to be provided at the first of the year or upon move-in. Residents will be informed that on the day scheduled for their unit, they must take all food and utensils out of the kitchen cabinets so that the sprayers may spray in the cabinets. Failure to cooperate with this policy will constitute a breach of this Pest Control Policy and a violation of their Dwelling Lease.

If there is a major infestation of cockroaches in a unit, residents may contact the Housing Authority and request to have the house “bombed” by the sprayers using foggers or special gel. The Pest Control people will make an appointment with the resident for this special treatment and the resident must agree to leave the unit for several hours for safety reasons.

This policy is for the control of roaches only as the contract between the Housing Authority and the Pest Control agency is for roaches only. Mice and rats are not covered due to health hazards brought about by the means in which they must be eradicated. (For example, poisons & traps are potentially hazardous to children/pets).

Termites will be treated as needed.

# Appendix M

## PUBLIC HOUSING ANTI-FRAUD POLICY

The McAlester Housing Authority is fully committed to combating fraud in its public housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the McAlester Housing Authority. It results in the inappropriate expenditure of public housing funds and/or a violation of public housing requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The McAlester Housing Authority shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the McAlester Housing Authority shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement as set forth in a previous section of this Policy;
- C. Terminate the resident's tenancy;
- D. Refer the case for criminal prosecution; or
- E. Take such other action, as the McAlester Housing Authority deems appropriate, including, but not limited to termination of the dwelling lease.