

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011
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1.0	PHA Information PHA Name: <u>Hall County Housing Authority</u> PHA Code: <u>NE003</u> PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/2010</u>				
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>391</u> Number of HCV units: <u>413 (Authorized)</u>				
3.0	Submission Type <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	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:				
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.				
5.1	<p>Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:</p> <p>Our aim is to ensure safe, decent, and affordable housing: create opportunities for residents' self sufficiency and economic independence; and assure fiscal integrity by all program participants. In order to achieve this mission, we will:</p> <ol style="list-style-type: none"> 1. Recognize the resident's as our ultimate customer 2. Improve PHA Management and service delivery efforts through oversight, assistance, and selective intervention by highly skilled, diagnostic, and result-oriented field personnel 3. Seek problem-solving partnerships with PHA, resident, community, and government leadership 4. Act as an agent for change when performance is unacceptable and we judge that local leadership is not capable or committed to improvement 5. Efficiently apply limited HUD resources by using risk assessment techniques to focus our oversight efforts 				

<p>5.2</p>	<p>Goals and Objectives. 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.</p> <p>Goal One: Manage the Hall County Housing Authority’s existing public housing program in an efficient and effective manner thereby qualifying as at least a Standard performer.</p> <p>Objectives:</p> <ol style="list-style-type: none"> 1. HUD shall recognize the Hall County Housing Authority as a high Performer by June 30, 2012. 2. The Hall County Housing Authority shall achieve and sustain an occupancy rate of 97% by June 30, 2012. 3. The Hall County Housing Authority shall promote a motivating work environment with a capable and efficient team of employees to operate as a customer-friendly and fiscally prudent leader in the affordable housing industry. 4. The Hall County Housing Authority will utilize all of its Section 8 funding and/or maximize its ACC ability by June 30, 2012. <p>Goal Two: Dramatically upgrade developments through a combination of funding sources</p> <p>Objectives:</p> <ol style="list-style-type: none"> 1. The Hall County Housing Authority shall obligate and expend all of its capital funding timely and in an effective and efficient manner. 2. The Hall County Housing Authority will look to other funding sources such as Energy Performance Contracting to supplement capital and operating funding to the end of upgrading our aging facilities. 3. The Hall County Housing Authority will use or leverage reserve or operating funding to supplement other modernization dollars in upgrading its facilities. <p>Goal Three: Enhance the marketability and customer satisfaction of the Hall County Housing Authority.</p> <p>Objectives:</p> <ol style="list-style-type: none"> 1. The Hall County Housing Authority shall become a more customer-oriented organization. 2. The Hall County Housing Authority shall enhance its curb appeal for Public Housing developments by maintaining its property in a responsible and appealing manner. 3. Improve or maintain all HCHA property in a good condition and Provide timely, high quality maintenance service to Hall County Housing Authority residents. <p>Goal Four: Partner with community organizations to meet local gaps in housing supply</p> <p>Objectives:</p> <ol style="list-style-type: none"> 1. Work with the City or other community organization to build or attain new homes or apartments to expand inventory and fill service gaps in the community. 2. Become more involved in the Continuum of Care and other community based organizations that may be beneficial to our residents or community.
<p>6.0</p>	<p>PHA Plan Update</p> <p>(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:</p> <p>Other than the standard number changes from year to year there were no major changes in this years plan. A supplemental page was put together providing standard plan information and available to any residents interested.</p> <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>Hall County Housing Authority Main Office</p> <p>The HCHA VAWA Policy is an attachment to this document.</p>
<p>7.0</p>	<p>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i></p> <p>HCHA does not currently operate or intend to operate any of these programs during the next fiscal year.</p>
<p>8.0</p>	<p>Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable. This information is attached to this document.</p>
<p>8.1</p>	<p>Capital Fund Program Annual Statement/Performance and Evaluation Report. 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. Attached to this document</p>

8.2	<p>Capital Fund Program Five-Year Action Plan. 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. Attached to this document</p>
8.3	<p>Capital Fund Financing Program (CFFP). <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.</p>
9.0	<p>Housing Needs. 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.</p> <p>Extremely low income units (subsidized) continue to be needed for all bedroom sizes though 1 bedroom units would have the least need. The need escalates as you move up in bedroom size. Accessible units are in high demand and quality issues in the rental market continue to be an issue as well.</p>
9.1	<p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p> <p>Because the federal government has moved away from subsidized housing I’m not sure the housing authority can address these needs. HCHA would like to build or acquire non-subsidized units at some point and supplement them with vouchers.</p>
10.0	<p>Additional Information. 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.</p> <p>HCHA continues to strive towards its goals as outlined in our last 5-year plan. A couple of the goals we have had to move back our time frames on slightly (mainly because of the work involved with asset management) but we are on track to reach all of our goals and to begin working on new ones.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”</p> <p>Substantial deviations or significant amendments or modifications are defined as discretionary changes in the plans or policies of the housing authority that fundamentally change the mission, goals, objectives, or plans of the agency <u>and</u> which require formal approval of the Board of Commissioners.</p>
11.0	<p>Required Submission for HUD Field Office Review. 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. Note: 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 – <u>There were no challenged elements in the plan.</u></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
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.

Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Part I: Summary						
PHA Name/Number Hall County Housing Authority – AMP 1		Locality (Grand Island, Nebraska)			<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
A.	Development Number and Name	Work Statement for Year 1 FFY <u>2010</u>	Work Statement for Year 2 FFY <u>2011</u>	Work Statement for Year 3 FFY <u>2012</u>	Work Statement for Year 4 FFY <u>2013</u>	Work Statement for Year 5 FFY <u>2014</u>
B.	Physical Improvements Subtotal	Annual Statement	327,455	327,455	327,455	327,455
C.	Management Improvements		25,000	25,000	25,000	25,000
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration		39,162	39,162	39,162	39,162
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds					
L.	Total Non-CFP Funds					
M.	Grand Total		391,617	391,617	391,617	391,617

Part I: Summary (Continuation)						
PHA Name/Number Hall County Housing Authority – AMP 1		Locality (Grand Island, Nebraska)			<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
A.	Development Number and Name	Work Statement for Year 1 FFY <u>2010</u>	Work Statement for Year 2 FFY <u>2011</u>	Work Statement for Year 3 FFY <u>2012</u>	Work Statement for Year 4 FFY <u>2013</u>	Work Statement for Year 5 FFY <u>2014</u>
		Annual Statement				

Part II: Supporting Pages – Physical Needs Work Statement(s)						
Work Statement for Year 1 FFY <u>2010</u>	Work Statement for Year <u>2</u> FFY <u>2011</u>			Work Statement for Year: <u>3</u> FFY <u>2012</u>		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See						
Annual	1408		25,000	1408		25,000
Statement	1410		39,162	1410		39,162
	Subtotal of Estimated Cost		\$23,389	Subtotal of Estimated Cost		\$23,389

Part II: Supporting Pages – Physical Needs Work Statement(s)						
Work Statement for Year 1 FFY <u>2010</u>	Work Statement for Year <u>4</u> FFY <u>2013</u>			Work Statement for Year: <u>5</u> FFY <u>2014</u>		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See						
Annual	1408		25,000	1408		25,000
Statement	1410		39,162	1410		39,162
	Subtotal of Estimated Cost		\$23,389	Subtotal of Estimated Cost		\$23,389

Capital Fund Program—Five-Year Action Plan

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011**

Part III: Supporting Pages – Management Needs Work Statement(s)				
Work Statement for Year 1 FFY _____ 2010	Work Statement for Year _____ 2011		Work Statement for Year: _____ 2012	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See	NE003 – AMP 1		NE003 – AMP 1	
Annual Statement	Operations	23,389	Flooring	2,000
			Stoves	10,000
			Plumbing	1,389
			Window Air Conditioner Replacement	10,000
	Subtotal of Estimated Cost	\$23,389	Subtotal of Estimated Cost	\$23,389

Part III: Supporting Pages – Management Needs Work Statement(s)				
Work Statement for Year 1 FFY _____	Work Statement for Year <u>2013</u> FFY <u>2013</u>		Work Statement for Year: <u>2014</u> FFY <u>2014</u>	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See	NE003 – AMP 1		NE003 – AMP 1	
Annual Statement	Windows	23,389	Refrigerators	15,000
			Plumbing	1,389
			Painting	4,000
			Concrete	3,000
	Subtotal of Estimated Cost	\$23,389	Subtotal of Estimated Cost	\$23,389

Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 Expires 4/30/2011

Part I: Summary						
PHA Name/Number Hall County Housing Authority – AMP 2		Locality (Grand Island, Nebraska)			XOriginal 5-Year Plan <input type="checkbox"/> Revision No:	
A.	Development Number and Name	Work Statement for Year 1 FFY <u>2010</u>	Work Statement for Year 2 FFY <u>2011</u>	Work Statement for Year 3 FFY <u>2012</u>	Work Statement for Year 4 FFY <u>2013</u>	Work Statement for Year 5 FFY <u>2014</u>
B.	Physical Improvements Subtotal	Annual Statement	112,066	112,066	112,066	112,066
C.	Management Improvements		25,000	25,000	25,000	25,000
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration		15,229	15,229	15,229	15,229
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds					
L.	Total Non-CFP Funds					
M.	Grand Total		152,295	152,295	152,295	152,295

Part I: Summary (Continuation)						
PHA Name/Number Grand Island Housing Authority – AMP 2		Locality (Grand Island, Nebraska)			<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
A.	Development Number and Name	Work Statement for Year 1 FFY <u>2010</u>	Work Statement for Year 2 FFY <u>2011</u>	Work Statement for Year 3 FFY <u>2012</u>	Work Statement for Year 4 FFY <u>2013</u>	Work Statement for Year 5 FFY <u>2014</u>
	AMP 2	Annual Statement				

Part I: Summary	
PHA Name: Hall County Housing Authority - AMP 1 & 2	Grant Type and Number Capital Fund Program Grant No: NE26P003501-07 Replacement Housing Factor Grant No: Date of CFFP: 2007
FFY of Grant: 2007 FFY of Grant Approval:	

Type of Grant
 Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: 12/09 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements	20,000	20,000	23,500	23,500
4	1410 Administration (may not exceed 10% of line 21)	47,320	48,064	48,064	48,064
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	7,500	14,182	7,606.54	7,606.54
8	1440 Site Acquisition				
9	1450 Site Improvement	52,899	52,899	2,945	2,945
10	1460 Dwelling Structures	295,500	281,500	374,687.65	374,687.65
11	1465.1 Dwelling Equipment—Nonexpendable		14,000	13,992	13,992
12	1470 Non-dwelling Structures	50,000	50,000	0	0
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

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

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

⁴ 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

Part I: Summary					
PHA Name: Hall County Housing Authority - AMP 1		Grant Type and Number Capital Fund Program Grant No: NE26P003501-07 Replacement Housing Factor Grant No: Date of CFFP: 2009		FFY of Grant:2009 FFY of Grant Approval:	
Type of Grant					
<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 ¹	
		Original	Revised ²	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)	472,000	480,645	470,725.19	470,725.19
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	25,000	20,000	23,500	23,500
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director		Date		Signature of Public Housing Director	
				Date	

¹ To be completed for the Performance and Evaluation Report.

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

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

⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: Hall County Housing Authority - AMP 1			Grant Type and Number Capital Fund Program Grant No: NE26P003501-07 CFFP (Yes/ No): No Replacement Housing Factor Grant No:			Federal FFY of Grant: 2007		
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 ¹	Funds Obligated ²	Funds Expended ²	
COCC	Office Renovation	1470		50,000				Moved
Amp Wide	Administration	1410		47,320	48,064	48,064	48,064	Complete
Amp Wide	G.I.P.D.	1408		20,000		23,500	23,500	Complete
Amp Wide	Fees & Costs - Amp 1	1430		14,182		7,606.54	7,606.54	Open
Amp Wide	Sprinkler System	1450		10,000				Closed
Amp Wide	Electrical / Lighting	1460		22,500				Closed
Amp Wide	Concrete / Sidewalks - AMP 2	1450		7,500		2,455	2,455	Complete
Amp Wide	Parking Lot Maintenance	1450		10,000		490	490	Complete
Amp Wide	Landscaping	1450		10,399				Closed
Amp Wide	Water Heaters - Amp 2	1460		12,500		630.30	630.30	Complete
Amp Wide	Flooring - Amp 2	1460		10,000		2,942.26	2,942.26	Complete
Amp Wide	Flooring - Amp 1	1460		10,000		4,418.16	4,418.16	Complete
Amp Wide	Plumbing - Amp 1	1460		10,000		642.96	642.96	Complete
Amp 1	Apartment Renovation	1460		30,000	16,000	119,956.93	119,956.93	Complete
Amp 1	Refrigerator	1465.1			14,000	13,992	13,992	Complete
Amp 1	Exterior Plumbing	1450		5,000				Closed
Amp 1	Asbestos Removal	1460		7,500		10,955.50	10,955.50	Complete
Amp 1	Elevator / Controls / Motor	1460		95,000		198,618	198,618	Complete / Moved
Amp 1	Boilers	1460		5,000		1960.18	1960.18	Complete

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

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name: Hall County Housing Authority - AMP 1			Grant Type and Number Capital Fund Program Grant No: NE26P003501-07 CFFP (Yes/ No): No Replacement Housing Factor Grant No:			Federal FFY of Grant: 2007		
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 ¹	Funds Obligated ²	Funds Expended ²	
Amp 1	Structural Improvements	1460		30,000				Moved
Amp 1	Community Space Improvements	1460		5,000		34,563.36	34,563.36	Complete
Amp 1	Plumbing / Shower Valves	1460		30,000				Moved
Amp 1	Vanities	1460		18,000				Moved
Amp 2	Fencing	1450		10,000				Moved
Amp 2	Bathroom Remodel	1460		10,000				Closed

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

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:				Federal FFY of Grant:	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

¹ 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 Name: Hall County Housing Authority - AMP 1 & 2	Grant Type and Number Capital Fund Program Grant No: NE26P003501-08 Replacement Housing Factor Grant No: Date of CFFP: 2008	FFY of Grant: 2008 FFY of Grant Approval:

Type of Grant
 Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: 12/09 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements	50,000	50,000	47,000	47,000
4	1410 Administration (may not exceed 10% of line 21)	48,064	51,938	51,938	51,938
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	5,000	5,000	3,425	3,425
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	377,581	412,443	282,614.97	282,614.97
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	120,000	141,959		
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

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

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

⁴ 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

Part I: Summary						
PHA Name: Hall County Housing Authority - AMP 1 & 2		Grant Type and Number Capital Fund Program Grant No: NE26P003501-08 Replacement Housing Factor Grant No: Date of CFFP: 2009			FFY of Grant:2008 FFY of Grant Approval:	
Type of Grant						
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)		
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/09		<input type="checkbox"/> Final Performance and Evaluation Report				
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	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)	472,000	496,959	384,977.97	384,977.97	
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	25,000	25,000	47,000	47,000	
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					
Signature of Executive Director		Date		Signature of Public Housing Director		
				Date		

¹ To be completed for the Performance and Evaluation Report.

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

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

⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: Hall County Housing Authority - AMP 1 & 2			Grant Type and Number Capital Fund Program Grant No: NE26P003501-08 CFFP (Yes/ No): No Replacement Housing Factor Grant No:			Federal FFY of Grant: 2008		
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 ¹	Funds Obligated ²	Funds Expended ²	
Amp Wide	G.I.P.D. - Amp 1	1408		50,000	50,000	33,840	33,840	Complete
Amp Wide	G.I.P.D. - Amp 2	1408				13,160	13,160	Complete
Amp Wide	Administration - Amp 1	1410		34,606.10	37,395.40	37,395.40	37,395.40	Complete
Amp Wide	Administration - Amp 2	1410		13,457.90	14,542.60	14,542.60	14,542.60	Complete
Amp Wide	Flooring - Amp 1	1460		5,000	5,000	9,249.06	9,249.06	Complete
Amp Wide	Flooring	1460				4,756.40	4,756.40	Complete
Amp Wide	Plumbing	1460		2,000	2,000			
Amp 1	Fees & Costs	1430		5,000	5,000	3,425	3,425	Open
Amp 1	Asbestos Removal	1460		20,000	20,000	6,334.75	6,334.75	Complete
Amp 1	Elevator / Controls / Motor	1460		200,000	357,943	357,943	254,482	Open
Amp 1	Boilers	1460		2,500	2,500	4,517.76	4,517.76	Complete
Amp 1	Apartment Renovation	1460		148,081	25,000	3,275	3,275	Complete
Amp 2	No Activity Beyond AMP Wide							

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

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name:			Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant:		
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 ¹	Funds Obligated ²	Funds Expended ²	

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

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:				Federal FFY of Grant:	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
0					

¹ 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 III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:				Federal FFY of Grant:	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

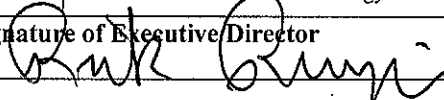
¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part I: Summary						
PHA Name: Hall County Housing Authority - AMP I		Grant Type and Number Capital Fund Program Grant No: NE26S003501-09 Replacement Housing Factor Grant No: Date of CFFP: 2009			FFY of Grant: 2009 - ARRA FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/09 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) ³					
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	15,000				
8	1440 Site Acquisition					
9	1450 Site Improvement	85,000				
10	1460 Dwelling Structures	415,000		159,607.95	159,607.95	
11	1465.1 Dwelling Equipment—Nonexpendable					
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 ⁴					

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
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⁴ 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

Part I: Summary					
PHA Name: Hall County Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE26S003501-09 Replacement Housing Factor Grant No: Date of CFFP: 2009		FFY of Grant:2009 FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/09 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	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)	515,000			
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	70,000	70,000	95,963	86,357.75
Signature of Executive Director 		Date 5-25-10		Signature of Public Housing Director _____	

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
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⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: Hall County Housing Authority			Grant Type and Number Capital Fund Program Grant No: NE26S003501-09 CFFP (Yes/ No): 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 ¹	Funds Obligated ²	Funds Expended ²	
002 - AMP 1	Roof Replacement	1460	1	70,000		86,357.85	86,357.85	Open
001/002/003/005 - AMP 1	Concrete Replacement	1450		25,000				Open
001/002/003/005 - AMP 1	Parking Lot	1450	1	60,000				Open
001/002/003/005 - AMP 1	Fees & Costs	1430		5,000				Open
001/002/003/005 - AMP 1	Fees & Costs - Capital Needs Study	1430		10,000				Closed
002 - AMP 1	Structural Recondition	1460		240,000		160,000	73,250.10	Open
002 - AMP 1	Shower Floor Replacement / Drainage	1460		105,000				Moved

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² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name:			Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant:		
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 ¹	Funds Obligated ²	Funds Expended ²	

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

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Hall County 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 ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

¹ 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 III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:				Federal FFY of Grant:	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

¹ 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

Part I: Summary						
PHA Name: Hall County Housing Authority - AMP 2		Grant Type and Number Capital Fund Program Grant No: NE26S003501-09 Replacement Housing Factor Grant No: Date of CFFP: 2009			FFY of Grant: 2009 - ARRA FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/09 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) ³					
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	10,000				
8	1440 Site Acquisition					
9	1450 Site Improvement	45,000				
10	1460 Dwelling Structures	87,433		91,164	91,164	
11	1465.1 Dwelling Equipment—Nonexpendable					
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 ⁴					

¹ To be completed for the Performance and Evaluation Report.

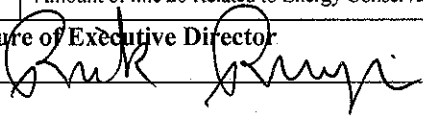
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

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⁴ 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

Part I: Summary					
PHA Name: Hall County Housing Authority - AMP 2		Grant Type and Number Capital Fund Program Grant No: NE26S003501-09 Replacement Housing Factor Grant No: Date of CFFP: 2009		FFY of Grant:2009 FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/09 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	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)	142,433			
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	6,433			
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director 		Date 5-25-10		Signature of Public Housing Director _____	
				Date _____	

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: Hall County Housing Authority - AMP 2			Grant Type and Number Capital Fund Program Grant No: NE26S003501-09 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 ¹	Funds Obligated ²	Funds Expended ²	
005 - AMP 2	Orleans Roofs	1460	3	35,000		41,520	41,520	Complete
005/006/007 - AMP 2	Fees & Costs - Capital Needs Study	1430		10,000				Closed
005/006/007 - AMP 2	Concrete Replacement	1450		25,000				Open
005 - AMP 2	Foundation Dewatering	1450		10,000				Closed
005	Security System Upgrade	1460		6,433				Open
007	Shady Bend - Roofs	1460		35,000		39,804	39,804	Complete
007	Foundations - Waterproofing	1460		11,000		9,840	9,840	Complete
007	Fencing	1450		10,000				Closed

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

Part II: Supporting Pages								
PHA Name:			Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant:		
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 ¹	Funds Obligated ²	Funds Expended ²	

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

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Hall County Housing Authority - AMP 1				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 ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

¹ 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 III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:				Federal FFY of Grant:	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

¹ 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

Part I: Summary						
PHA Name: Hall County Housing Authority - AMP 1		Grant Type and Number Capital Fund Program Grant No: NE26P003501-09 Replacement Housing Factor Grant No: Date of CFFP: 2009			FFY of Grant: 2009 FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/09 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) ³					
3	1408 Management Improvements	25,000	25,109	25,109		
4	1410 Administration (may not exceed 10% of line 21)	47,000	50,000	50,000		
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	20,000	20,000			
8	1440 Site Acquisition					
9	1450 Site Improvement					
10	1460 Dwelling Structures	260,000	260,000	11,123.26	11,123.26	
11	1465.1 Dwelling Equipment—Nonexpendable					
12	1470 Non-dwelling Structures	120,000	141,959			
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities ⁴					

¹ To be completed for the Performance and Evaluation Report.

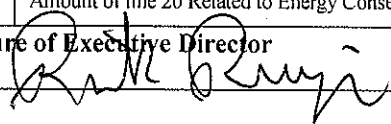
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

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

⁴ 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

Part I: Summary					
PHA Name: Hall County Housing Authority - AMP I		Grant Type and Number Capital Fund Program Grant No: NE26P003501-09 Replacement Housing Factor Grant No: Date of CFFP: 2009		FFY of Grant:2009 FFY of Grant Approval:	
Type of Grant <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 ¹	
		Original	Revised ²	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)	472,000	497,068		
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	25,000	25,000		
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director 			Date 5-27-10		Signature of Public Housing Director Date

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: Hall County Housing Authority - AMP 1		Grant Type and Number Capital Fund Program Grant No: NE26P003501-09 CFFP (Yes/ No): 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 ¹	Funds Obligated ²	Funds Expended ²	
Amp 1	Fees & Costs	1430		20,000				
Amp 1	Cabinet Renovation	1460		120,000				
Amp 1	Shower Valve Replacement	1460		125,000				
COCC	Office Renovation	1470		120,000	141,959			
Amp 1	Flooring	1460		10,000				
Amp 1	Plumbing	1460		5,000		1,025.76	1,025.76	
Amp 1	Police Services Contract	1408		25,109		25,109		
Amp 1	Administration	1410		47,000	50,000	50,000		
AMP 1	Apartment Renovation	1460						
Amp 1	Asbestos Removal	1460				10,097.50	10,097.50	

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

Part II: Supporting Pages								
PHA Name:			Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant:		
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 ¹	Funds Obligated ²	Funds Expended ²	

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

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:					Federal FFY of Grant:
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
001/002/003/005 - Amp 1	7/1/11	7/1/11	7/1/13	7/1/13	
COCC	7/1/11	7/1/11	7/1/13	7/1/13	

¹ 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 III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:					Federal FFY of Grant:
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

¹ 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

Part I: Summary				FFY of Grant: 2009 FFY of Grant Approval:	
PHA Name: Hall County Housing Authority - AMP 2		Grant Type and Number Capital Fund Program Grant No: NE26P003501-09 Replacement Housing Factor Grant No: Date of CFFP: 2009			
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/09 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements	25,000	25,000	25,000	
4	1410 Administration (may not exceed 10% of line 21)	4,928	4,391	4,391	
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	17,453	17,453		
11	1465.1 Dwelling Equipment—Nonexpendable				
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 ⁴				

¹ To be completed for the Performance and Evaluation Report.

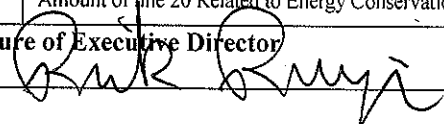
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

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

⁴ 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

Part I: Summary						
PHA Name: Hall County Housing Authority - AMP 2		Grant Type and Number Capital Fund Program Grant No: NE26P003501-09 Replacement Housing Factor Grant No: Date of CFFP: 2009			FFY of Grant:2009 FFY of Grant Approval:	
Type of Grant <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 ¹		
		Original	Revised ²	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)	47,381	46,844			
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	25,000	25,000			
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					
Signature of Executive Director		Date		Signature of Public Housing Director		
		5-27-10				

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Part II: Supporting Pages

PHA Name: Hall County Housing Authority - AMP 2	Grant Type and Number Capital Fund Program Grant No: NE26P003501-09 CFFP (Yes/ No): No Replacement Housing Factor Grant No:	Federal FFY of Grant: 2009
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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 ¹	Funds Obligated ²	Funds Expended ²	
Amp 2	Police Service Contract	1408		25,000		25,000		
Amp 2	Administration	1410		4,928	4,391	4,391		
Amp 2	Apartment/House Renovation	1460		10,000				
Amp 2	Flooring	1460		7,453				

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

Part II: Supporting Pages								
PHA Name: Hall County Housing Authority			Grant Type and Number Capital Fund Program Grant No: NE26P003501-09 CFFP (Yes/No): 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 ¹	Funds Obligated ²	Funds Expended ²	

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

Part III: Implementation Schedule for Capital Fund Financing Program					Federal FFY of Grant: 2009
PHA Name: Hall County Housing Authority					
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
005/006/007 - Amp 2	7/1/2011	7/1/2011	7/1/2013	7/1/2013	

¹ 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 III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Hall County 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 ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

¹ 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

Part I: Summary	
PHA Name: Hall County Housing Authority - AMP I	Grant Type and Number Capital Fund Program Grant No: NE26P003501-10 Replacement Housing Factor Grant No: Date of CFFP:
FFY of Grant: 2010 FFY of Grant Approval: 2010	

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 ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements	50,000			
4	1410 Administration (may not exceed 10% of line 21)	39,162			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	50,000			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	89,521			
11	1465.1 Dwelling Equipment--Nonexpendable				
12	1470 Non-dwelling Structures	225,000			
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

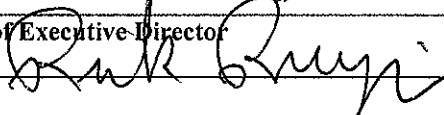
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

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

⁴ 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

Part I: Summary						
PHA Name: Ansley Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE26P003501-10 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant:2010 FFY of Grant Approval: 2010	
Type of Grant <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 ¹		
		Original	Revised ²	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)	453,683				
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities	20,000				
23	Amount of line 20 Related to Security - Soft Costs	25,000				
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					
Signature of Executive Director 		Date 5-25-10		Signature of Public Housing Director _____		
				Date _____		

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: Hall County Housing Authority - AMP 1		Grant Type and Number Capital Fund Program Grant No: NE26P003-501 CFFP (Yes/ No): No Replacement Housing Factor Grant No:			Federal FFY of Grant: 2010			
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 ¹	Funds Obligated ²	Funds Expended ²	
AMP 1	Office Remodel	1470		225,000				
AMP 1	Police Services	1408		25,000				
AMP 1	Administration	1410		39,162				
AMP 1	Fees & Costs	1430		50,000				
AMP 1	Asbestos Removal	1460		15,000				
AMP 1	Flooring	1460		5,000				
AMP 1	Plumbing	1460		3,000				
AMP 1	Boilers	1460		5,000				
AMP 1	Occupied Apartment Paining	1460		30,000				
AMP 1	Brickwork - RT	1460		7,500				
AMP 1	Painting Common Areas	1460		24,021				
AMP 1	Office Equipment / Remodel	1408		25,000				

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

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name:			Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant:		
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 ¹	Funds Obligated ²	Funds Expended ²	

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

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Hall County Housing Authority - AMP I				Federal FFY of Grant: 2010	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
AMP I	9/1/2012		9/1/2014		

¹ 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 III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:				Federal FFY of Grant:	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

¹ 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

Part I: Summary	
PHA Name: Hall County Housing Authority - AMP 2	Grant Type and Number Capital Fund Program Grant No: NE26P003501-10 Replacement Housing Factor Grant No: Date of CFFP:
	FFY of Grant: 2010 FFY of Grant Approval: 2010

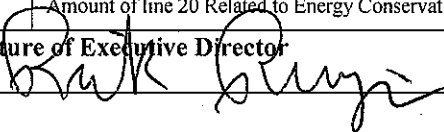
Type of Grant
 Original Annual Statement Reserve for Disasters/Emergencies
 Performance and Evaluation Report for Period Ending: Revised Annual Statement (revision no:)
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements	25,000			
4	1410 Administration (may not exceed 10% of line 21)	15,229			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	50,000			
11	1465.1 Dwelling Equipment—Nonexpendable				
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 ⁴				

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ 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

Part I: Summary					
PHA Name: Hall County Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE26P003501-10 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant:2010 FFY of Grant Approval: 2010	
Type of Grant <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 ¹	
		Original	Revised ²	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)	90,229			
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	25,000			
24	Amount of line 20 Related to Security - Hard Costs	15,000			
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director		Date		Signature of Public Housing Director	
		5-25-10			

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: Hall County Housing Authority - AMP 2			Grant Type and Number Capital Fund Program Grant No: NE26P003-501 CFFP (Yes/ No): No Replacement Housing Factor Grant No:			Federal FFY of Grant: 2010		
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 ¹	Funds Obligated ²	Funds Expended ²	
AMP 2	Grand Island Police Department	1408		25,000				
AMP 2	Administration	1410		15,229				
AMP 2	Occupied Apartment Painting	1460		10,000				
AMP 2	Building Improvement	1460		15,000				
AMP 2	Plumbing	1460		5,000				
AMP 2	Security Upgrade	1460		3,000				
AMP 2	Flooring	1460		5,000				
AMP 2	Replace Roofs	1460	2	12,000				

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

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name:			Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant:		
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 ¹	Funds Obligated ²	Funds Expended ²	

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

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Ansley Housing Authority					Federal FFY of Grant: 2010
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
AMP 2	9/1/2012		9/1/2014		

¹ 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 III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:				Federal FFY of Grant:	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

¹ 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.

HALL COUNTY HOUSING AUTHORITY

PUBLIC HOUSING

ADMISSIONS & CONTINUED OCCUPANCY POLICY

REVISED 4/8/10 – RESOLUTION #397
APPROVED 4-13-00 - RESOLUTION # 291
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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the Hall County Housing Authority's policies for the operation for 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.

1.0 FAIR HOUSING

It is the policy of the Hall County 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.

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 Hall County Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Hall County 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. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Hall County Housing Authority office. In addition, all written information and any advertisements will contain the appropriate Equal Opportunity language and logo.

The Hall County Housing Authority will assist any family that believes they have suffered illegal discrimination by providing copies of the appropriate housing discrimination forms. The Hall County 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 ACCOMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Hall County 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 Hall County Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation.

2.1 COMMUNICATION

A Request for Reasonable Accommodation form will be furnished to any applicant/tenant upon request. 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 an impairment, or is regarded as having such an 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 Hall County Housing Authority will obtain verification that the person 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 Hall County Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Hall County 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 Hall County Housing Authority's business is housing. If the request would alter the fundamental business that the Hall County Housing Authority conducts, that would not be reasonable. For instance, the Hall County Housing Authority would deny a request to have the Hall County Housing Authority do grocery shopping for a person with disabilities.
 2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Hall County 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 they need; however, the Hall County Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Hall County Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Hall County Housing Authority's programs and services, the Hall County 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 Hall County Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Hall County 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 Hall County 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

The Hall County Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families. The following languages shall be covered: *Spanish*

4.0 FAMILY OUTREACH

The Hall County 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.

The Hall County 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 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.

HCHA reserves the right to gather information beyond the scope of HUD Form 9886. Criminal history, landlord references and other information may be needed by HCHA in determining suitability, eligibility, reason for transfer, etc. Because of this, HCHA may ask applicants/tenants to sign other informational releases in addition to HUD Form 9886. In all instances, HCHA will uphold every individual's right to privacy and release information only when authorized by the applicant/tenant.

6.0 REQUIRED POSTINGS

The Hall County Housing Authority will post in the administrative office 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. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster

- K. Equal Opportunity in Employment Poster
- L. Any current Hall County 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 during regular business hours at: 911 Baumann Drive, Grand Island, NE 68803

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

When the waiting list is open, completed applications will be accepted from all applicants. The Hall County Housing Authority will later verify the applicant information relative to the applicant's eligibility, admission and level of benefit.

Applications may be made in person at the Hall County Housing Authority – 911 Baumann Drive, Grand Island, NE 68803 during normal business hours. Applications will be mailed to interested families upon request.

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

Persons with disabilities who require a reasonable accommodation in completing an application may call the Hall County Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 308-384-1524.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the Hall County Housing Authority will make a preliminary determination of eligibility. The Hall County Housing Authority will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the Hall County 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 Hall County Housing Authority will annotate the applicant's file and will update their place on the waiting list.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Hall County 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.

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 Hall County Housing Authority screening criteria in order to be admitted to public housing.

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.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members for the purposes of determining bedroom size. The family does not however, receive the dependent allowance for the child(ren) while they are absent from the home.
 - I. Temporarily absent shall be defined as a period of time greater than two months but less than six months. Any family member absent longer than 6 months will be considered permanently absent unless otherwise defined by the Department of Housing and Urban Development (HUD). Exceptions will be granted on a case by case basis.
 - 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.
 - c. Foster children are considered family members and will be

counted for subsidy standards, given deductions for applicable childcare, but will not qualify for a dependent allowance.

- d. Parents who share or have joint custody of a child(ren) will need to provide documentation to HCHA that confirms their custodial rights. These rights need to exceed 50% of the child's(ren) time and will be used in determining bedroom size, allowances, etc. HCHA will not consider a child(ren) as part of the family unless parents can prove this majority. Proof may include but is not limited to court records and information received from other government agencies.

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.

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, or a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

1. To be eligible for admission to developments or scattered-site units, 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 Hall County Housing Authority.
4. If the Hall County 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 tenants.
5. Income limit restrictions do not apply to families transferring within our Public Housing Program.

C. Citizenship/Eligibility Status

HCHA will abide by Section 214 of the Housing and Community Development Act of 1980, as amended on Assistance to Non-citizens.

1. To be eligible 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)).
2. Family eligibility for assistance.
 - a. A family shall not be eligible for assistance unless every 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. These include 1. Continued Assistance, 2. Pro-rated assistance (See Section 13.6 for calculating rents under the noncitizen rule), and 3. Temporary Deferral of Termination of Assistance.
- 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 6 years of age and older must provide a Social Security number or certify that they do not have one.

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 Hall County Housing Authority to obtain any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
 - b. A provision authorizing HUD or the Hall County Housing Authority to verify with previous or current employers 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; and
 - 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.

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 noncompliance with the public housing lease. The Hall County 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, Hall County 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 Hall County Housing Authority will consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, especially rent;
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; HCHA will use the "One Strike Your Out Policy" when making these types of determinations.
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 Hall County Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Hall County 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.

4. A check of the Nebraska State Patrol's sex offender registration program for each adult household member, including live-in aides. No individual registered with this program (as a High Risk /Level 3 registry) will be admitted to public housing.
- D. The Hall County Housing Authority will require all applicants (adult members) to provide photo-identification.
- E. No applicant for public housing who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.

8.4 GROUND FOR DENIAL

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

- A. Do not meet any one or more of the eligibility criteria;
- B. Is currently receiving assistance from the HCHA Housing Choice Voucher program and has been on the program for less than one full year;
- C. Moved out of HCHA Public housing within the last year (exceptions may be made if applicant agrees to move into the same building they have moved from);
- D. Do not supply information or documentation required by the application process;
- E. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- F. Have a history of not meeting financial obligations, especially rent;
- G. 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 or have a history of not doing so;
- H. 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;
- I. Have a history of disturbing neighbors or destruction of property;
- J. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;

- K. 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;
- L. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- M. Have a family household member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802*;
- N. Have a family household member who is illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Hall County Housing Authority may waive this requirement if*;
 - 1. The person demonstrates to the Hall County Housing Authority's satisfaction that he/she is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - 2. Has successfully completed a supervised drug or alcohol rehabilitation program that is of at least 6 months in duration, has actively been participating in a supervised drug or alcohol rehabilitation program for a period not less than 6 months or has successfully completed a supervised drug or alcohol rehabilitation program of a shorter duration and was actively involved in an after care program for at least a 6 month period of time after the completion of such program;
- O. Have a household member who has ever been evicted from public housing within the last 5 years*;
 - 1. Evictions that took place longer than 5 years may still be used to deny an applicant but will be used with the totality of other information.
 - 2. Evictions that have taken place within the 5 year span will be grounds for automatic denial.
- P. Have a family household member who has been terminated under the certificate or voucher program within the last 3 years*;
- Q. Fail to complete any aspect of the application or lease-up process;

- R. Anyone registered under the Nebraska State Patrol sex offender registration program for the entire period that they are listed;
- S. Have engaged in or threatened abusive or violent behavior towards any Hall County Housing Authority residents;
- T. The Hall County Housing Authority may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553;
- U. Were released from a state or federal prison within the last 3 years (unless released because applicant was found innocent);
- V. Has a member of the family that has engaged in serious criminal or drug related activity or that has abused alcohol within the last 5 years. Serious criminal activity, drug related activity and alcohol abuse are as defined in the HCHA “One Strike & You’re Out Policy”*;
- W. **Denied for Life:** Have a family member who has been convicted of manufacturing or producing methamphetamine (speed)*;
- X. **Denied for Life:** Has a lifetime registration under a State sex offender registration program;
- Y. **Denied for Life:** Have engaged in or threatened abusive or violent behavior towards any Hall County Housing Authority staff;

*For purposes of this policy, any household member or any family member would specifically include only members of the household that will be included on the lease for assistance.

8.5 **INFORMAL REVIEW**

- A. If the Hall County Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Hall County 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 an informal review of the decision within 10 Business days. The Hall County Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Hall County 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 Hall County Housing Authority's decision. The Hall County 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 participant family may request that the Hall County 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 participant family 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.

For the participant families, the Public Housing Grievance Procedure will be utilized with the exception of the INS appeal decision which will follow the procedures outlined above.

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 that 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, preference, and then in order of date and time of application; and
- C. Any contacts between the Hall County Housing Authority and the applicant will be documented in the applicant file.

9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be within three (3) months of being offered a unit, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Hall County Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified, the family will complete a full application, present Social Security number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

9.4 NO WAITING LIST

When all names have been taken from the waiting list and applications are current, the applicant interview will be held immediately after reviewing and processing the pre-application. If more than one application is received before a meeting can be held, the applicant interviews will be ordered based on preference (see Section 9.2). Offers will be made accordingly (see Section 10.6).

9.5 PURGING THE WAITING LIST

The waiting list may be purged periodically by a mailing to all applicants to ensure that the pool of applicants reasonably represents interested families and to enable the Hall County Housing Authority to update the information regarding address, family composition, income category, and preferences. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within fifteen days, the applicant will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice and the envelope and letter will be maintained in the file.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply within the prescribed period.

9.6 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Hall County 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.
- D. The applicant has rejected two offers from the Hall County Housing Authority.

9.7 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with the Hall County Housing Authority will be sent a notice of termination.

The Hall County 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 Hall County 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. Good cause will be determined by HCHA staff on a case by case basis.

9.8 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Hall County Housing Authority, in writing, that they have ten (10) business days from the date of the written correspondence to present mitigating circumstances or request 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 timeframe specified. The Hall County 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 Hall County Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and 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

The Hall County Housing Authority will select families based on the following preferences within each bedroom size category:

- A. Displaced person(s): Individuals or families displaced by government 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.*

- B. Elderly / Disabled Status (in elderly/disabled buildings only). [These include all 1 bedroom HCHA dwellings and 2 bedroom apartments located at Pletcher Terrace]
- C. Families with children
- D. Date & Time of Application

Based on the above preferences, all families who meet preference A, B, or C will be offered housing before any families in preference D. (Preference B is only applicable in elderly / disabled apartments).*

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences.

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

* Effective September 8, 2005 through September 1, 2006 those families qualifying for Preference A will be given preference above all other Preference categories and be placed at the top of the waiting list ordered by date and time with all others qualifying under Preference A. Any families who were receiving Public Housing or Section 8 Assistance at the time of the disaster will be given preference over displaced persons who were not. Preference B and C will be placed after Preference A and Preference D will be placed after Preferences B and C. This action is of a temporary nature and has been initiated in response to Hurricane Katrina.

Buildings Designed for the Elderly and Disabled: Preference will be given to displaced, elderly and disabled families. All such 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 regardless of their position on the waiting list. If more than one family exists that could use these accessible features, all applicants meeting the appropriate bedroom size who would utilize these accessible features will be ordered based upon their date and time with the oldest application gaining first opportunity to accept the available accessible unit. If no applicant exists matching the bedroom size and needing the accessible features the home provides, the normal procedures will govern. However, any family moving into an accessible unit and not needing the features the accessible unit provides are subject to administrative transfer should an applicant needing these features come to the top of the list under normal waiting list protocol.

The Hall County Housing Authority will allow overhoused situations to occur if the applicants are in need of the accessibility features of a particular apartment. All applicants who need the accessibility features of the unit will be given preference over those who do not (whether it is an overhoused situation or not). HCHA will only overhouse tenants one bedroom size over what they would otherwise be eligible for.

For example, an individual who needs wheelchair access and has a caretaker could be placed in two or a three bedroom apartment. However, if that individual does not have a caretaker they could only be placed in a one or two bedroom apartment.

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 (2)*
1	1	2
2	2	4
3	3	6
4	4	8

* = Golden Towers is the exception to this rule. Though Golden Towers apartments are considered 0 bedroom, they are actually bigger than the 1 bedroom apartments at Centennial Towers. Thus, HCHA will allow 2 persons to be placed in Golden towers 0 bedroom apartments.

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 (except at Golden Towers). Two adults (18 years or older) will share a bedroom unless related by blood.

In determining bedroom size, the Hall County 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 who are temporarily away at school, or children who are temporarily in foster-care. In all cases, HCHA will require the tenant to provide proof that these situations exist.

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

- A. Children of the same sex, both under the age of 12 will share a bedroom.
- B. Children of the opposite sex will not be required to share a bedroom.
- C. Adults and children will not be required to share a bedroom.

- 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. Adults will be required to share a bedroom unless they are related by blood (Part D of this Section would be an exception).

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 Hall County 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 unless the family size changes.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Hall County Housing Authority will allow the larger size unit if the family provides a verified medical 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-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. Families needing the accessibility features of a unit may be offered a larger unit if no accessible units are available for them in their bedroom size (see section 10.1).

10.3 SELECTION FROM THE WAITING LIST

The Hall County 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 insure 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 Hall County 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. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income, if necessary. We will accomplish this in a uniform and non-discriminating manner.

The Hall County 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 fiscal 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.

10.5 DECONCENTRATION INCENTIVES

The Hall County 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.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

10.6 OFFER OF A UNIT

When there is a Waiting List:

When the Hall County Housing Authority discovers that a unit will become available, 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 will be contacted.

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

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, two (2) business days will be given to accept or reject the unit. This verbal offer and the family's decision must be documented. If the family rejects the offer of the unit,

the Hall County Housing Authority will send a letter to the family documenting the offer and the rejection.

Without a Waiting List:

When there is no waiting list, the Hall County Housing Authority will offer all available units ready for lease* to the first applicant who applies and appears eligible. When the pre-application is received, it will be processed as quickly as possible, and an appointment will be arranged. If more than one application is received, they will be ordered based on preference (see Section 10.1) and appointments made accordingly. All applicants who prove their preference will be “tentatively” offered an apartment of their choice**. The apartment will be officially offered to the applicant when income and suitability requirements are verified and approved. “Tentatively” offered apartments will not be offered to anyone else until a decision is made on the application. However, the applicant may agree to another apartment if someone in need has been approved more quickly than they are and no other apartments are currently available. In these cases, the applicant who originally had the apartment “tentatively” saved will be consulted, and must give their approval. They will be offered the next apartment ready for lease.

If an applicant is denied, the apartment “tentatively” offered to them will go back into the pool of available units and offered to the next applicant as discussed above.

Offering units in this method most effectively and efficiently fills them while abiding by HUD requirements and HCHA’s own preference system.

* Ready for lease would be defined as an apartment that could reasonably be rented within the next week. If there are no apartments that meet this description, the apartment that will most likely be ready the soonest would then be offered.

** Apartments vacated the longest, will be offered first. If several apartments are available, applicant preference may be requested, and will be granted if possible.

10.7 REJECTION OF UNIT

If in making the offer to the family the Hall County 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 Hall County 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 with or without good cause, the family will have the opportunity to remain on the list and be offered the next available unit. This will constitute a pass for the applicant. Each applicant will have the opportunity to pass one time and retain their position on the waiting list.

When a family is issued a pass, they will be offered the next available apartment. When there is a waiting list, this constitutes the next apartment that comes open for rent. When there is no waiting list, this will constitute the next available apartment(s) that is ready for lease up.

If the applicant is still not interested after they are offered an apartment for the second time, their name will be removed from the waiting list and they will have to reapply. The Hall County Housing Authority reserves the right to issue a second pass or to issue a pass for a specified period of time for reasons of good cause. Good cause includes reasons related to health, work, current legal constraints (such as a lease agreement), school, and childcare (for those working or going to school). In all cases 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 thirty (30) calendar days after the date of acceptance. Exceptions to this rule will be made on a case by case basis. Normal exceptions would include delays caused by HCHA or leasing conflicts with current landlords. Exceptions would not be granted for a period of time exceeding two months.

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, emergency after hours number(s), the pamphlet *Protect Your Family From Lead In Your Home*, the HCHA Rent Policy, and the Hall County Housing Authority Inspection Schedule. In the family apartments the applicant will also be given the Marlock Door Policy and a handbook regarding the tenants responsibilities as a renter. In all cases, policies or procedures may be handed out if asked or if HCHA staff feel that there is a need for the tenant to have such information. This will be done on a case by case basis.

Documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them 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 Hall County Housing Authority will retain the original executed lease in the tenant's file.

In buildings that tenants must pay their own utilities, HCHA will not allow a lease to be

executed until HCHA can verify that the resident-to-be has placed the utilities in their name. If the potential resident is unable to do so, a lease will not be executed until an arrangement is made with the local utility company. In these cases, the applicant family will be passed over for no longer than 3 months. If at the end of the three month period the applicant has not been able to secure utilities for an apartment, the applicant will be denied assistance and must reapply.

The family will pay a security deposit at the time of lease signing. The security deposit will be:

- A. \$150.00 for all 1 bedroom apartments.
- B. \$250.00 for all 2 and 3 bedroom apartments and Scattered Site Houses.

In exceptional situations, the Hall County 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. All pet deposits must be made in full prior to approval of the pet.

Payment of the security deposit and rent / pro-rated rent should be made in full before a lease is executed with an applicant. At the very least, either full rent and partial security deposit must be paid (partial security deposit as explained above) or full security deposit with an agreement concerning when the rent will be paid.

In the case of a move within public housing (a transfer), 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.

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.

11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

To determine annual income, the Hall County 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 Hall County 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:

- 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.
- 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. Imputed welfare income

- a. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the Hall County Housing Authority by the welfare agency) plus the total amount of the other annual income.
- b. At the request of the Hall County Housing Authority, the welfare agency will inform the Hall County Housing Authority 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 Hall County Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Hall County 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 Hall County 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 Hall County 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 Hall County Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Hall County Housing Authority denies the family's request to modify such amount, then the Hall County Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Hall County Housing Authority's determination of the amount of imputed welfare income. The hall County 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.

3. Relations with welfare agencies

- a. The Hall County 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 Hall County Housing Authority notice of such reduction, the family's annual income shall include the imputed welfare income because of the specified welfare benefits reduction.
 - b. The Hall County 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 Hall County 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 determinations.
 - c. Such welfare agency determinations are the responsibility of a welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Hall County Housing Authority shall rely on the welfare agency's notice to the 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 EXCLUSIONS FROM 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, and resident initiatives coordination. 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. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
 - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
 - i. Is authorized by a Federal, State or local law;
 - ii. Is funded by the Federal, State or local government;
 - iii. Is operated or administered by a public agency; and
 - iv. Has as its objective to assist participants in acquiring employment skills.
 - b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
 - c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during a cumulative 12-month period following date of initial hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10 (of this section). 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.
- 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 the last 6 months, assisted under a State TANF or Welfare-to-Work program. Benefits or services during the 6-month time frame must total at least \$500.00 to be eligible under this criteria.

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.

Income exclusions may be terminated due to the family's failure to comply with program requirements.

While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.

12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
13. 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;
14. 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
15. 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 (43 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. 8624(f));
- 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 of 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 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 redistricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or redistricted 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 provider 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 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 provision 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)

The Hall County 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 % of annual income:
 - 1. Unreimbursed medical expenses of any elderly family or disabled family as outlined in IRS Publication 502 (specifically the Medical expense section of the document pages 4-12); and

2. Unreimbursed 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 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) days of receipt by the resident.
- B. The Public Housing Supervisor 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 Hall County Housing Authority shall adjust the resident's rent beginning at the start of the next month following the date the information is verified. In addition, if the resident had not previously reported the proper income, the Hall County 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 Hall County Housing Authority will enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree to provide written verification to the Hall County Housing Authority concerning welfare benefits for families applying for.

12.0 VERIFICATION

The Hall County 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 noncitizen 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, birth certificates and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Whenever possible, the Hall County Housing Authority will utilize the Up-front Income Verification or Enterprise Income Verification UIV/EIV information. This information will be utilized to determine eligibility for program participation and to determine levels of rental assistance. Information obtained through this system will be verified by using the third party method if contrary to reported information and before adverse action will be taken against program participants. The UIV/EIV system will be administered in accordance to HUD rules and regulations.

Other information or information obtained by the UIV/EIV system which is contrary to reported information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Hall County Housing Authority or automatically by another government agency, i.e. the Social Security Administration. 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 third party verifications cannot be obtained, the Hall County Housing Authority will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the Hall County Housing Authority has been unable to obtain third party verification in a 4-week period of time. HCHA reserves the right to accepting hand held documentation after waiting two weeks when there is an administrative need to do so. In these cases, HCHA staff will document what was done

and the reason for it. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Hall County Housing Authority will accept a statement signed by the head, spouse or co-head. Such documents will be maintained in the 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 Hall County 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 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
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 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
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
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),

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
		assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of 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	Up-Front Income Verification System - UIV / EIV Letter from employer Verification from HUD	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
Alimony/child support	Court order, letter from source, letter from Human Services, staff completed form with information gathered from District Court computer records.	Record of deposits, divorce decree
Periodic payments (i.e., social security, 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 - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion	N/A Evidence of job start

12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible noncitizen 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 noncitizens 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 noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Hall County Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Hall County Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Hall County 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 noncitizens must be listed on a statement of noneligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of noneligible 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 Hall County Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens 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 and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Hall County 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 Hall County 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) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

12.5 VERIFICATION OF LEGAL IDENTITY

In order to prevent program abuse, HCHA will require applicants to furnish verification of legal identity for all family members. Documents for minor children must include Social Security Cards (or temporary information) and birth certificates.

Adults are required to provide Social Security Cards (or temporary information), a current picture identification (picture within the last five years) and another form of acceptable identification. If the picture identification meets an acceptable form of identification, then a third form of identification is not necessary. Acceptable forms of documents that will be considered acceptable verification of legal identity for adults include: Certificate of Birth, naturalization papers, Current, valid Driver's license, U.S. military discharge (DD 214), U.S. passport, Department of Motor Vehicles Identification Card and Hospital records. If a document submitted by a family is invalid or otherwise questionable, another form of documentation may be required.

12.6 TIMING OF VERIFICATION

Verification information must be dated within One Hundred Twenty (120) 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 those elements reported to have changed.

12.7 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen status will be verified only once. 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 noncitizen status will be verified.

For each family member age 6 and above, 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 formula method or having their rent set at the flat rent amount. Tenants may also request flat rents at interim exam.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the formula 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 formula 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 hall County Housing Authority will provide them with the following information whenever they have to make rent decisions:
 - 1. The Hall County Housing Authority's policies on switching types of rent in cases of 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 Hall County Housing Authority will provide the amount of income-based rent for the subsequent year only the year the Hall County Housing Authority conducts an income reexamination or if the family specifically requests it and submits updated income information.

- D. Tenants who opt for flat rent at interim examination will be asked to attend their next recertification appointment. They will then be reviewed every three years.

13.2 THE INCOME METHOD

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The minimum rent of \$50.00.

13.3 MINIMUM RENT

The Hall County Housing Authority has set the minimum rent at \$50.00. However if the family requests a hardship exemption, the Hall County Housing Authority will immediately suspend the minimum rent for the family 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 as a result of the imposition of the minimum rent requirement;
 - 3. When the income of the family has decreased because of changed circumstances, including loss of employment;
 - 4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
 - 5. 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 days from the date of the family's request. 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 the 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 Hall County 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 condition, amenities, services, and neighborhood. The Hall County 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 15.3).

The Hall County Housing Authority will post the flat rents at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

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.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Hall County Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Hall County Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

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

- A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the Hall County Housing Authority. The 95th 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 Hall County Housing Authority shall establish a utility allowance for all check-metered utilities and 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 Hall County 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.

The utility allowance will be subtracted from the family's formula rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Hall County 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 and changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Families who are at a negative rent or who have a portion of their utilities paid by the Hall County Housing Authority will have all payments sent directly to the applicable utility supplier. Families will be notified of the amount of utility payment as well as the utility supplier whom will be paid. HCHA may switch payments in the middle of the year to pay the applicable supplier to correspond to the applicable season.

Families with high utility costs are encouraged to contact the Hall County Housing Authority for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

Requests for relief from surcharges for excess consumption of Hall County 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 Hall County Housing Authority on reasonable grounds. 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

1. Rents are due and payable on the first (1st) day of every month, but no later than the tenth (10th) calendar day of the month.
2. If the Tenant's rent payment cannot be made on or before the first of the month, it is the Tenant's responsibility to contact the Housing Authority prior to the first of the month to request an extension of the due date. If the Housing Authority agrees to the extension, a written agreement will be signed by the Tenant indicating the date which the Tenant will make full payment of rent due. A maximum of three extensions can be granted annually. In the event that an agreement is made and agreed upon by the Housing Authority before the 10th of the month, late fees will be waived.
3. Any rent payment made **or postmarked** after the tenth (10th) of the month shall be considered delinquent. All delinquent accounts shall be assessed a penalty fee on the eleventh (11th) day of \$20.00. If the rent and penalty are not paid, an Eviction Notice will be issued on or about the twelfth (12th) of the month,

demanding payment in full, or the surrender of the premises within legal time requirements. **In the event that the tenth of the month falls on a day when the office is closed, rent will be accepted without penalty on the first day the office is open following the tenth.**

4. If payment is not made or the premises surrendered, as required, legal proceedings will be instituted for possession of the dwelling.

Any deviation from the above policy must be approved in writing from the Executive Director and will be done so in cases of extreme emergency or hardship only. Returned checks will be subject to late charges and check acceptance will not be allowed for a six-month period of time. Any subsequent violation in a 12-month period will cause an indefinite suspension of check acceptance from HCHA.

14.0 RULES & REGULATIONS

14.1 RULES & REGULATIONS

HCHA will provide each applicant with a set of rules and regulations. These rules and regulations must be followed and will be incorporated into the lease. Included will be issues such as garbage disposal, housekeeping, resident conduct, work orders, etc.

14.2 CABLE & AIR CONDITIONING

Cable - Currently HCHA has an agreement with the local cable company for a discount package at the following apartment complexes: Rainbow Terrace, Centennial Towers, Golden Towers, Pletcher Terrace, Orleans Place and Western Apartments. Included apartments have the option of paying \$29.00 monthly and receiving expanded basic services through HCHA. Programming is provided by the local cable company but installed by HCHA free of charge upon initial installation.

If cable is disconnected, either by choice or from lack of payment, and a reconnect is requested, the tenant will be charged a fee consistent with the current HCHA labor charges. Cable payment will not be accepted until rent payments are current or a tenant repayment agreement has been established (and is being followed). Cable charges considered delinquent will result in immediate disconnection of service.

- A. Air – Air conditioning is not currently provided for tenants located at Centennial Towers, Golden Towers or Pletcher Terrace. Tenants are allowed to provide their own window air units which are installed by HCHA personnel. Installation is free but there is an excess utility charge of \$5.00 added to tenants rental charges each month, year round, when an A/C is installed. This charge offsets the increased utility charges HCHA must pay in the summer when these air conditioners are in use. The charge of \$5.00 is made year round for budgeting purposes (many residents are on a fixed income). The \$5.00 excess utility charge is billed the same month the air conditioner is installed (HCHA reserves the right to pro-rate or not bill if there is less than a full

month left when the A/C is installed). A/C's will only be removed at the end of a month or upon move out. Thus, charges will continue until the A/C is removed. Residents will be charged for re-installation (unless there is a legitimate reason for removal of the original A/C such as it no longer runs). This fee will include labor and a hook up fee which will be determined by HCHA.

Full monthly charges will be made for cable and air service when receiving such services for a period of time equal to fifteen (15) days or more in any given month. Tenants will not be charged when receiving these services for a period of time less than fifteen (15) days.

15.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

15.1 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 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.

15.2 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 she or he 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
- 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 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

15.3 NOTIFICATION OF THE REQUIREMENT

The Hall County Housing Authority shall identify all adult family members who are

apparently not exempt from the community service requirement.

The Hall County 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 Hall County 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 family's 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.

15.4 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 Hall County 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 Hall County Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

15.5 THE PROCESS

Upon admission, or at the first annual reexamination on or after July 1, 2001 and each annual reexamination thereafter, the Hall County 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. A compliance review of the community service requirement will be done at least 60 days prior to the family's next lease anniversary date. All non-exempt family members will be reviewed for compliance at this time.

15.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Hall County 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;

15.7 OPPORTUNITY FOR CURE

The Hall County 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. 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 goes toward the current commitment until the current year's commitment is made.

A staff member will assist the family member in identifying volunteer opportunities and will track compliance.

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 Hall County Housing Authority shall take action to terminate the lease.

15.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES

In implementing the service requirement, the Hall County 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.

16.0 PARKING

16.1 ELDERLY / DISABLED APARTMENTS

Every resident at Golden Age Village (Rainbow Terrace, Pletcher Terrace, Golden Towers, Centennial Towers) must abide by the parking rules and regulations as set forth in this section.

Households may park one vehicle in the lots surrounding the complex (this includes street parking near Pletcher Terrace). Second vehicles and overnight guests are required to park in the overflow lot located Southeast of Golden Towers. There are no assigned spaces and residents may park in any lot on the complex provided additional vehicles are parked in the HCHA overflow lot. HCHA may grant exceptions to the one vehicle per household rule if it is felt by the Hall County Housing Authority that two vehicles are necessary to the family. An example may be a household who has two family members that both work every day.

All vehicles in the main lots or the overflow lot must be properly plated and in working condition. Written permission must be obtained from the Administrative Office to park plated and operable campers, RV's, trailers or non-motorized vehicles. Any violator of this code will be notified and given an opportunity to move the vehicle. If the vehicle is not moved within the allotted time, the vehicle will be towed. If the owner cannot be identify or located, the vehicle will be towed within 48 hours after a notice has been posted on the vehicle.

All residents will be required to register vehicles with HCHA and will be asked to provide identifying information about their vehicle(s). This information should include the Model and year of the vehicle, as well as the license plate number. Any tenant who does not supply this information may have their vehicle towed and may be evicted for non-compliance.

No parking or driving is allowed on the grass surrounding the buildings. No parking is allowed in marked handicapped spaces unless a handicapped permit, as assigned by the city of Grand Island or State of Nebraska, is displayed in the vehicle.

No inoperative vehicles may be parked on HCHA property at any time. A maximum time of 48 hours will be granted after a warning sticker has been affixed to the windshield informing the owner that the vehicle needs repaired. Any vehicle in violation of the above provision may be towed immediately unless specifically stated otherwise.

Residents are not permitted to repair vehicles on HCHA property. This includes but is not limited to oil changes and/or transmission fluid changes, engine, brakes or air conditioners repair. Minor repairs, such as tire, battery, or light replacements will be allowed with HCHA approval.

16.2 WESTERN / ORLEANS FAMILY APARTMENTS

The Hall County Housing Authority has assigned and numbered one (1) parking stall for each apartment. These numbered spaces are mandatory and may not be changed. No car will be permitted to park at any time in any numbered stall that is not registered to the lessee of the apartment to which that parking space is assigned. Each car must have a parking permit properly affixed to the lower right corner of the windshield.

After furnishing proof of ownership, one parking sticker will be issued for each car of each adult on the lease and will be issued by HCHA at the Administrative Office during normal business hours. It is the sole responsibility of each resident to obtain the parking permit.

Upon proper verification of need, any resident can obtain a temporary parking permit for an alternative vehicle at the HCHA office. Resident families who have more than one vehicle may park only one (1) of their vehicles in the resident parking area (the interior curb that surrounds the building). All other vehicles owned by a resident family must be parked in the visitor parking space (all spaces which are not designated for assigned parking are visitor parking).

No vehicle may occupy two or more parking spaces at one time. No vehicle may be parked in a designated parking space in such a way that parking in an adjacent parking space is made difficult.

All visitors must park in the visitor parking area at all times.

Any identified handicapped car with a properly displayed handicapped permit may use any handicapped designated space.

There is no parking or driving allowed on the grass surrounding the buildings or in the field east of the Western Apartments.

No inoperative vehicles may be parked on HCHA property at any time. A maximum time of 48 hours will be granted after a warning sticker has been affixed to the windshield to have a vehicle repaired.

Any vehicle in violation of the above provisions may be towed immediately unless specifically stated otherwise.

Residents are not permitted to repair vehicles on HCHA property. This includes but is not limited to oil changes and/or transmission fluid changes, engine, brakes or air conditioners repair. Minor repairs, such as tire, battery, or light replacements will be allowed with HCHA approval.

16.3 ALL OTHER FAMILY UNITS

Residents may park in lots associated with the property they are renting. Thus, they may park in the driveway or in front of their residence. However, residents may not park in neighbors driveways or in front of their residence without permission.

There is no parking or driving allowed on the grass surrounding the buildings or in any vacant lots that may be near a residents dwelling.

All vehicles must be properly plated and operable. HCHA may tow any vehicles that do not meet this description.

Residents are not permitted to repair vehicles on HCHA property. This includes but is not limited to oil changes and/or transmission fluid changes, engine, brakes or air conditioners repair. Minor repairs, such as tire, battery, or light replacements will be allowed with HCHA approval.

17.0 RECERTIFICATIONS

At least annually, the Hall County 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.

17.1 GENERAL

The Hall County Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter includes instructions permitting the family to reschedule the interview if necessary. 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.

During the appointment, the Hall County 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 placed on the transfer list.

17.2 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 be a 14/30 day notice to cure and will advise the tenant 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 Hall County Housing Authority taking eviction actions against the family.

17.3 FLAT RENTS

The annual letter to flat rent payers regarding the reexamination process will state the following:

- 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 formula amount.
- B. The amount of the flat rent
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories 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, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-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 formula method would be more financially feasible for the family.
- F. The dates upon which the Hall County 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, if applicable.
- 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, Hall County Housing Authority will send a reexamination letter to the family offering the choice between a flat or a formula rent. At the appointment, the Hall County Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Hall County Housing Authority representative, they may make the selection on the form and return the form to the Hall County Housing Authority. In such case, the Hall County Housing Authority will cancel

the appointment.

The current flat rent schedule is as follows:

Pletcher Terrace –	Efficiency Apartments -	\$200.00 per month
	One Bedroom Apartments -	\$300.00 per month
	Two Bedroom Apartments -	\$350.00 per month
Centennial / Golden Towers -		\$300.00 per month
Rainbow Terrace -		\$350.00 per month
Two bedroom family apartments -		\$400.00 per month
Three bedroom family apartments -		\$500.00 per month

17.4 THE INCOME METHOD

During the interview, the family will provide all information regarding income, assets, 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 Hall County 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 monthly income; or
- B. 30% of adjusted monthly income;

The family will pay the greater of the total tenant payment or the minimum rent of \$50.00, but never more than the flat rent (if this rent is chosen).

17.5 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.

17.6 INTERIM REEXAMINATIONS

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

Families are required to report the following changes to the Hall County Housing Authority between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within fourteen (14) calendar days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- C. Family break-up

In circumstances of a family break-up, the Hall County Housing Authority will make a determination of which family member will retain the apartment, taking into consideration the following factors:

1. To whom the apartment was originally leased.
2. The interest of minor children or of ill, elderly, or disabled family members.
3. Whether the apartment should remain with the family members remaining in the unit.
4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

In all cases HCHA will verify any and all factors relevant to making this determination. Verification procedures will follow those outlined in Section 12.

- D. All changes in income must be reported. HCHA staff will not issue a rent adjustment for changes less than \$400 dollars annually. All increase above this amount will result in a rent adjustment (except changes resulting from Section 15.6 Part D).
- E. Families are not required to report annual adjustments made by the Social Security Administration.
- F. HCHA will not consider a re-exam for lost wages unless the individual is off work for two weeks or more, or lost wages will exceed \$400.00.

In order to add a household member other than through birth or adoption (including a live-in aide), 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, picture identification 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 Hall County 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 formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 17.8.

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 Hall County Housing Authority will take timely action to process the interim reexamination and recalculate the tenant's rent.

17.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Hall County Housing Authority may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

17.8 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 with at least 30 days notice given to the family. 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.

In all cases, changes will be made following the verification procedures as outlined in

Section 12. Once verifications have been received, changes will be made as explained above.

18.0 UNIT TRANSFERS

1. Reassignment or transfers to other dwelling units will be made without regard to color, creed, national origin, race, religion or sex.
2. Residents will not be transferred to a dwelling unit of equal size within a project except to alleviate hardships. A hardship will be determined to exist or not to exist by the Executive Director after review of all relevant factors in each individual case.
3. Transfers within projects will be made promptly to correct occupancy standards and shall receive priority over hardship transfers or admission of new applicants. Transfers between projects will be made for families requiring larger or smaller units which do not exist within the project in which the family resides but shall not create a hardship. In correcting occupancy standards, family composition will be the determining factor.
4. Hardship transfers (administrative transfers) will be made when it is necessary to meet a reasonable accommodation for a disability.
5. The Executive Director may direct a transfer when it is determined necessary to ensure the peaceful enjoyment of a project by the other residents.
6. Notification of transfer will be made in writing at least thirty days prior to the required move. If a suitable unit is not available, the notice shall state "the transfer will be required when a suitable unit becomes available".

All residents will be advised of their right to use of the Grievance Procedure when a requested transfer is denied or a transfer is mandated by the Executive Director.

18.1 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 insuring 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 eliminate vacancy loss and other expense due to unnecessary transfers.

18.2 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.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Hall County 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 Hall County Housing Authority when a transfer is the only or best way of solving a serious problem.

18.3 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.

18.4 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

All transfers 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 and category 3. Transfers in category 2 will be housed ahead of transfers in category 3.

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.

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 Hall County Housing Authority and the family rejects two offers without good cause, the Hall County 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 Hall County 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.

18.5 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 Hall County Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the Hall County Housing Authority has caused the unit to be unsafe or inhabitable.

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

18.6 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 Hall County 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.

18.7 TRANSFER REQUESTS

A tenant may request a transfer at any time by completing a Reasonable Accommodation form. In considering the request, the Hall County Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Hall County Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within fourteen (14) business days of receipt of the request to schedule a meeting.

The Hall County Housing Authority will grant or deny the transfer request in writing within fourteen (14) 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.

18.8 RIGHT OF THE HALL COUNTY HOUSING AUTHORITY IN TRANSFER POLICY

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

19.0 INSPECTIONS

An authorized representative of the Hall County 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 Hall County Housing Authority file and a copy given to the family member, if requested. An authorized Hall County 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 Nebraska State law. The resident's security deposit can be used to offset against any Hall County Housing Authority damages to the unit.

19.1 MOVE-IN INSPECTIONS

The Hall County 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, if requested, and the original will be placed in the tenant file.

19.2 ANNUAL INSPECTIONS

The Hall County Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Hall County Housing Authority's housing standards (see Section 1.2 of the HCHA Maintenance Policy). Work orders will be submitted and completed to correct any deficiencies.

19.3 PREVENTATIVE MAINTENANCE INSPECTIONS

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. HCHA will also check weatherization, check the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures, check 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.

19.4 SPECIAL INSPECTIONS

A special inspection may be scheduled due to an "Incident Report" or a complaint being filed with the office. An incident report may be generated by maintenance, staff, neighbors, police, community agencies, or the public in general. It is the responsibility of HCHA to take every "Incident Report" very seriously. All reports will be considered factual (unless there is evidence to support the contrary) and followed up in an appropriate manner. A special inspection may also be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Hall County Housing Authority.

19.5 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual reexamination, or at other times as necessary, the Hall County Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition. HCHA will post the housekeeping schedule of each housing development. Preventative pest control will also be done during these inspections (see Pest Control Policy).

19.6 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the Hall County Housing Authority will give the tenant at least two (2) days written notice.

19.7 EMERGENCY INSPECTIONS

If any employee and/or agent of the Hall County 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.

19.8 PRE-VACATE INSPECTIONS

When a tenant gives notice that they intend to move, the Hall County Housing Authority will offer to schedule a pre-vacate inspection with the family. The inspection allows the Hall County Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Hall County Housing Authority to ready units more quickly for the future occupants.

19.9 MOVE-OUT INSPECTIONS

The Hall County 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.

20.0 PET POLICY

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), HCHA hereby sets forth rules and regulations concerning pet ownership in its public housing units. Only "common household pets" as defined herein will be permitted in HCHA owned properties.

A common household pet, for the purposes of HCHA's public housing program: A common household pet is defined by HCHA as *a domesticated animal, such as a dog, cat, bird, or fish* that is traditionally kept in the home for pleasure rather than for commercial or breeding purposes. Common household pet does not include livestock, reptiles, birds of prey, arachnids, insects or exotic animals. This definition shall not include animals that are used to assist persons with disabilities.

Residents may own only one pet with the exception of two birds or two fish. Residents cannot own two different kinds of animals (i.e. one bird and one fish).

Household pets are not allowed in specified excluded facilities due to the nature and structure of the buildings.

In exchange for the right to own a pet, residents assume full responsibility and liability for their pet and agree to hold the Hall County Housing Authority harmless from any claims caused by an action or inaction of a pet.

20.1 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 specifically indicated in this document. HCHA will grant this exclusion if the following is provided:

- The resident or prospective resident verifies that they are a person with disabilities by completing HCHA's reasonable accommodation process (See HCHA Exhibit "1") and requests a service or companion animal with necessary supporting information.
- The animal has been trained to assist persons with the specific disability (example, seeing eye dog); and
- The animal actually assists the person with a disability.

20.2 COMPANION / SERVICE ANIMALS

Distinction is hereby given to "companion animals" and "service animals." If the animal does not have specific disability related training but is necessary in coping with the disability (for instance, if the animal provides emotional support to a person with a panic disorder), the animal is a "companion animal" not a "service animal."

A "service animal" means any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals are equivalent to other "auxiliary aids" such as wheelchairs and eyeglasses, and as such must be permitted. 24 CFR 5.303; 28 CFR 36.104.

When an applicant or resident with a disability asserts and can verify that an animal is a companion or service animal for his/her disability, the applicant should make a request for a reasonable accommodation. (See HCHA, Exhibit "1").

HCHA will require verification that the applicant or resident is a "qualified individual with handicaps" as defined by 24 CFR 8.3, and that the animal is necessary in coping or assisting with the disability. (Exhibit "3")

Upon receipt of verifications, HCHA will approve the animal.

Residents requiring more than one "companion animal" or "service animal" must request this by completing HCHA's reasonable accommodation process. Additional documentation will be necessary, specifically a statement from a medical professional that two separate "service or companion animals" are necessary to meet accessibility needs.

20.3 HCHA RULES FOR PETS IN PUBLIC HOUSING BUILDINGS

In accordance with 24 CFR 960.707, HCHA hereby sets forth the following rules for pet ownership in its public housing units:

REGISTRATION

1. Residents must request and receive written formal approval from HCHA prior to bringing the common household pet, (hereinafter referred to as “pet”) on the premises. The pet request shall be made on the standard form “Pet Occupancy Request/Registration Form” (HCHA Exhibit “2”).
2. Registration of the pet shall include a photograph being taken by the Housing Authority and retained in tenant file. The photograph will be utilized to confirm identity of the pet in case of emergency and to ensure that the same pet registered is the pet occupying the resident’s dwelling unit.
3. Residents registering pets that are not fully-grown at the execution of the initial Pet Addendum, will be required to report back to the development office at the first year anniversary of the agreement in order that the pet may be re-photographed for identification purposes.
4. At the time of registration, Resident must provide information sufficient to identify the pet and to demonstrate that it is a common household pet (see Exhibit “2”).
5. The name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet must be provided at the time of registration.

DOGS

1. If the pet is a dog, it shall not weigh more than 20 pounds (fully grown) and stand no more than 15 inches in height from the front shoulder of the animal.
2. Doghouses located outside any dwelling unit are prohibited.

CATS

1. The weight of a cat cannot exceed fifteen (15) pounds (fully-grown). Cats must also be declawed at the front paws by three (3) months of age. Evidence of declawing must be provided to HCHA from a licensed veterinarian and/or staff of the Humane Society.
2. The resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Litter boxes must be changed twice per week at a minimum. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.

DOG/CAT—SPAYING & NEUTERING

If the pet is a dog or cat, it must be spayed/neutered by six months of age. Evidence of

spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the Humane Society or by means of the veterinarian certification provided for on applicable HCHA form (Exhibit “3”).

FISH

If the pet is fish, the aquarium must be ten gallons or less, and the container must be placed in a safe location in the unit. The resident is limited to one container for fish. Residents shall be responsible for any damage caused by leakage or spillage from the aquarium or fish bowl.

BIRDS

Parakeets/Budgies, Cockatiels, Finches and Canaries, Lovebirds, and African Greys are approved species of Birds. All other species will be approved on a case-by-case basis according to factors such as noise, size and other management determinations. Birds of flight are to remain in cages at all times unless the wings have been clipped. Cages shall be cleaned regularly.

INOCULATIONS/VACCINATIONS

If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. The resident shall provide the Housing Authority with evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law. Said certification may be provided on the veterinarian’s statement/bill or on the applicable HCHA form (Exhibit “3”).

LICENSING

1. Licensing of all dogs and cats shall be required in accordance with applicable State and local law on an annual basis. The applicable pet must always wear a license with owner’s name, address and telephone number.
2. In the event that applicable State or local law changes with reference to licensing of any and all pets, HCHA will require its residents to comply upon appropriate notice.

SANITARY CONDITIONS

The pet rules shall prescribe sanitary standards to govern the disposal of pet waste.

These rules are as follows:

- Resident shall be responsible for immediately disposing of all animal waste excreted inside the development building or on the development grounds.
- Waste must be placed in a plastic bag, tightly secured and deposited in a dumpster.

- Poorly disposed waste will not be tolerated and will be subject to a \$15.00 charge per incident.
- Each time a pet owner fails to remove pet waste in accordance with this rule, a \$15.00 charge will be levied to the resident's account. HCHA will terminate the resident lease for repeated violations after three violations of this type.
- Conditions outlined in Cats bullet #2, above, pertaining to cat waste shall also prevail.

GENERAL PROVISIONS

1. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.
2. Costs incurred by HCHA for **extermination of fleas, ticks, and other animal related pests**, will be deducted from the pet security deposit after either the pet is removed or the resident vacates.
3. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The Housing Authority will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.
4. Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership.
5. Pets may not be bred or used for any commercial purposes on HCHA property.
6. **Pet bedding shall not be washed in any common laundry facilities.**

CONTROL OF THE ANIMAL

1. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a chain leash **no longer than five (5') feet** and kept off lawns designated to other residents. Retractable leashes are prohibited.
2. All authorized pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. HCHA staff will contact the local Humane Society or dog warden in the event pets are found to be unleashed, or leashed and unattended, on HCHA property. It shall be the responsibility of the resident to reclaim the pet and at the expense of the resident.
3. The resident pet owner shall have canine pets restrained so that maintenance can be

performed in the dwelling unit. The resident **shall**, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee of \$25.00. If the situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained will be impounded and reported to the local Humane Society for removal. It shall be the responsibility of the resident pet owner to reclaim the pet at the expense of the resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

4. Pets located in buildings without an immediate exterior exit must carry or have its pet caged when leaving the building and until the exterior is reached.

UNATTENDED PETS

Pet(s) may not be left unattended for more than twenty four (24) consecutive hours. If it is reported to HCHA staff that a pet has been left unattended for more than a twenty four (24) hour period, HCHA staff may enter the unit and remove the pet and transfer the pet to the humane society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident.

PROHIBITED PETS

1. HCHA will forbid the following kinds of animals from being kept as pets on any of its properties: Pitbull, Rottweiler, German Shepherd, Chow, Doberman Pinscher or any species considered vicious, intimidating, or kept for the purpose of training for fighting or wagering of bets (i.e. roosters for “cockfighting”, etc.).
2. All pets that are not considered common household pets by management including livestock, reptiles, birds of prey, arachnids, insects or exotic animals.

PET POLICY VIOLATION PROCEDURES

HCHA reserves the right to require residents to remove any pet from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. HCHA reserves the right to remove such a pet in the event that the pet owner does not or cannot remove the pet.

NOTICE OF PET POLICY VIOLATION

If HCHA determines that a pet owner has violated a rule governing the owning or keeping of pets:

- HCHA may serve a written notice of Pet Policy violation on the pet owner in accordance

with Section 17 (m) and Section 27 of the dwelling lease. The notice of pet rule violation must:

1. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
 2. State that the pet owner has five (5) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation;
 3. State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.
- If the violation is determined to be of a critical or emergency nature, HCHA may act upon the violation in a manner appropriate for the circumstance as determined by HCHA Management.

PET POLICY VIOLATION PRIVATE CONFERENCE

If the pet owner makes a timely request for a private conference to discuss an alleged Pet Policy violation, HCHA shall establish a mutually agreeable time and place for the private conference but no later than ten (10) days from the effective date of service of the notice of Pet Policy violation.

At the pet rule violation private conference, the pet owner and HCHA representative shall discuss any alleged Pet Policy violation and attempt to correct it. HCHA may, as a result of the meeting, give the pet owner additional time to correct the violation.

NOTICE FOR PET REMOVAL

If the pet owner and HCHA are unable to resolve the Pet Policy violation at the pet rule violation private conference, or if a representative of HCHA staff determines that the pet owner has failed to correct the Pet Policy violation within any additional time provided herein, the Housing Authority may serve a written notice on the pet owner in accordance with Section 17(m) of the Dwelling Lease or at the private conference, if appropriate, requiring the pet owner to remove the pet. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Pet Policy or rules that have been violated;
2. State that the pet owner must remove the pet within five (5) days of the effective date of service of the notice of pet removal (or the private conference, if notice is served at the private conference); and
3. State that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

INITIATION OF PROCEDURES TO REMOVE A PET OR TERMINATE THE PET OWNER'S TENANCY

HCHA may not initiate procedures to terminate a pet owner's tenancy based on a Pet Policy violation, unless:

1. The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period specified in this section (including any additional time permitted by the owner); and
2. The Pet Policy violation is of a serious nature and is determined to be sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.

HCHA may initiate procedures to remove a pet under 24 CFR 5.327 (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

20.4 SCHEDULE OF ANNUAL FEES AND INITIAL DEPOSIT

FEE AND DEPOSIT SCHEDULE

An Annual Fee and One Time Deposit is required for each pet at the time of registration

Type of Pet	Fee	Deposit
Dog	\$25	\$300
Cat	\$20	\$300
Fish Aquarium	\$0	\$50
Fish Bowl (Requires no power and no larger than two gallons)	\$0	\$0
Birds	\$15	\$50

ALL PET AGREEMENTS SIGNED WITH RESIDENTS OF HCHA PRIOR TO THE ADOPTION OF THIS POLICY ARE NOT SUBJECT TO PAYING ADDITIONAL DEPOSIT AMOUNTS OR ANNUAL FEE REQUIREMENTS. RESIDENTS SIGNING PET POLICY ADDENDUM'S FOLLOWING THE ADOPTION OF THIS POLICY WILL BE SUBJECT TO PAYING FEES FOR ANY NEW PETS.

The entire annual fee and deposit (subject to the exception listed below) must be paid prior to the execution of the Pet Policy Addendum. No pet shall be allowed in the unit prior to the completion of the terms of this Pet Policy.

The annual fee shall be paid at the time of reexamination each year and all proof of inoculations and other requirements shall be made available to the Housing Authority at such time. The Annual Fee is not reimbursable nor will it be prorated in the event of move-out before the annual reexamination date. The deposit made shall be utilized to offset damages caused by the pet and/or tenant. Any balance, if any, from the deposit will be refunded to the tenant. THERE SHALL BE NO REFUND OF THE ANNUAL FEE.

Any damage to the apartment, building, grounds, flooring, walls, trim, finishes, tiles, carpeting, or stains thereon, will be the full responsibility of the resident and the resident agrees to pay any

costs involved in restoring the apartment to its original condition.

If HCHA finds a residual odor problem left in the apartment, the resident agrees to pay for the cost of any and all materials or chemicals needed to repair or remove the odor. If odor removal fails, the resident agrees to pay for replacement of carpeting, padding, wallboard, baseboard, etc., as is deemed necessary. The resident also agrees to abide by management's decision as to what is necessary.

It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of Section 17 (m) of the lease and the HCHA will issue a termination notice in accordance with Section 18 of the dwelling lease. The resident pet owner will be entitled to a grievance hearing in accordance with the provisions of Section 23 of the dwelling lease.

20.5 PROHIBITED PET DEVELOPMENTS

HCHA will prohibit all pets, except companion or service animals as provided herein, at the following HCHA owned properties:

Centennial Towers
Golden Towers

Residents found to have pets at any of these locations will be considered in default of their lease agreement. HCHA will commence procedures mentioned herein to remove the pet from the premises or terminate the resident's tenancy.

21.0 SERVICE & COMPANION ANIMAL POLICY

A "service animal" means any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals are equivalent to other "auxiliary aids" such as wheelchairs and eyeglasses, and as such must be permitted. 24 CFR 5.303; 28 CFR 36.104. The training received by a service animal must meet the specific need of the tenant in order for the service animal to be approved. For example, a request for approval of an animal trained to be a guide dog would need to meet pet policy guidelines (section 20.0) if the resident is not blind.

If the animal does not have specific disability related training but is necessary in coping with the disability (for instance, if the animal provides emotional support to a person with a panic disorder), the animal is considered a "companion animal" as opposed to a service animal.

When an applicant or resident with a disability asserts and can verify that an animal is a companion or service animal for his/her disability, the applicant should make a request for a reasonable accommodation. (See HCHA, Exhibit "1").

HCHA will require verification that the applicant or resident is a "qualified individual with handicaps" as defined by 24 CFR 8.3, and that the animal is necessary in coping or assisting with the disability. (Exhibit "3")

Upon receipt of verifications, HCHA will approve the animal.

Residents requiring more than one "companion animal" or "service animal" must request this by completing HCHA's reasonable accommodation process. Additional documentation will be necessary, specifically a statement from a medical professional that two separate "service or companion animals" are necessary to meet accessibility needs.

21.1 HCHA RULES FOR COMPANION & SERVICE ANIMALS

REGISTRATION

1. A "Service Animal Information Form" shall be filled out when a service animal has been approved for residency (Exhibit "4").
2. Registration of the companion or service animal shall include a photograph being taken by the Housing Authority and retained in the tenant file. The photograph will be utilized to confirm identity of the pet in case of emergency.
3. The name, address, and phone number of one or more responsible parties who will care for the companion or service animal if the resident dies, is incapacitated, or the companion or service animal is otherwise left unattended for an extended period of time. This information must be provided at the time of registration.

COMPANION OR SERVICE DOGS

1. Companion dogs shall not weigh more than 20 pounds (fully grown) and stand no more than 15 inches in height from the front shoulder of the animal unless medical documentation is presented providing for explanation why a larger dog is necessary. This is not applicable to service dogs.
2. Doghouses located outside any dwelling unit are prohibited.

COMPANION OR SERVICE CATS

1. The weight of a companion cat cannot exceed fifteen (15) pounds (fully-grown). Cats must also be declawed at the front paws by three (3) months of age. Evidence of declawing must be provided to HCHA from a licensed veterinarian and/or staff of the Humane Society. This is not applicable to service cats.
2. The resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Litter boxes must be changed twice per week at a minimum. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.

COMPANION OR SERVICE DOG/CAT—SPAYING & NEUTERING

If the pet is a dog or cat, it must be spayed/neutered by six months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the Humane Society or by means of the veterinarian certification provided for on applicable HCHA form (Exhibit “3”).

OTHER COMPANION OR SERVICE ANIMALS

Other companion or service animals will be allowed on a case-by-case basis. HCHA will require an explanation from a medical professional for any companion animal requested that is not found in the standard HCHA Pet Policy. The explanation should state why the skills of a cat, dog, bird or fish would not meet the residents’ needs.

INOCULATIONS/VACCINATIONS

If the companion or service animal is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. The resident shall provide the Housing Authority with evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law. Said certification may be provided on the veterinarian’s statement/bill or on the applicable HCHA form (Exhibit “3”).

LICENSING

1. Licensing of all dogs and cats shall be required in accordance with applicable State and local law on an annual basis. The applicable service or companion animal must always wear a license with owner’s name, address and telephone number.
2. In the event that applicable State or local law changes with reference to licensing of any and all service or companion animals, HCHA will require its residents to comply upon appropriate notice.

SANITARY CONDITIONS

The service and companion animal rules shall prescribe sanitary standards to govern the disposal of pet waste.

These rules are as follows:

- Resident shall be responsible for immediately disposing of all animal waste excreted inside the development building or on the development grounds.
- Waste must be placed in a plastic bag, tightly secured and deposited in a dumpster.
- Poorly disposed waste will not be tolerated and will be subject to a \$15.00 charge per incident.

- Each time a pet owner fails to remove pet waste in accordance with this rule, a \$15.00 charge will be levied to the resident's account. HCHA will terminate the resident lease for repeated violations after three violations of this type.
- Conditions outlined in Cats bullet #2, above, pertaining to cat waste shall also prevail.

GENERAL PROVISIONS

1. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.
2. Costs incurred by HCHA for **extermination of fleas, ticks, and other animal related pests**, will be charged to the resident once charges are received or incurred by the HCHA.
3. Companion or Service animals shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night unless the disturbance is related to the service or companion animals training and/or function. The Housing Authority will ask for removal of the companion or service animal if it disturbs other residents. The resident will be given one week to make other arrangements for the care of the animal or the dwelling lease will be terminated.
4. Companion or service animals must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations.
5. Companion or service animals may not be bred or used for any commercial purposes on HCHA property.

CONTROL OF THE COMPANION ANIMAL

1. Companion animals shall not be permitted to be loose and if the companion animal is taken outside it must be taken outside on a chain leash **no longer than five (5') feet** and kept off lawns designated to other residents. Retractable leashes are prohibited.
2. All companion animals must be under the control of an adult leaseholder. An unleashed animal, or one tied to a fixed object, is not under the control of an adult. HCHA staff will contact the local Humane Society or dog warden in the event pets are found to be unleashed, or leashed and unattended, on HCHA property. It shall be the responsibility of the resident to reclaim the animal and at the expense of the resident.
3. The resident companion animal owner shall have canine pets restrained so that

maintenance can be performed in the dwelling unit. The resident **shall**, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee of \$25.00. If the situation again occurs, the animal shall be removed from the premises. Animals that are not caged or properly restrained will be impounded and reported to the local Humane Society for removal. It shall be the responsibility of the resident owner to reclaim the animal at the expense of the resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

5. Companion animals located in buildings without an immediate exterior exit must carry or have its animal caged when leaving the building and until the exterior is reached.

UNATTENDED ANIMALS

Companion or service animals may not be left unattended for more than twenty four (24) consecutive hours. If it is reported to HCHA staff that an animal has been left unattended for more than a twenty four (24) hour period, HCHA staff may enter the unit and remove the animal and transfer the animal to the humane society. Any expense to remove and reclaim the animal from any facility will be the responsibility of the resident.

COMPANION AND SERVICE ANIMAL VIOLATION PROCEDURES

HCHA reserves the right to require residents to remove any pet from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. HCHA reserves the right to remove such a pet in the event that the pet owner does not or cannot remove the pet.

NOTICE OF COMPANION AND SERVICE ANIMAL POLICY VIOLATION

If HCHA determines that a companion or service animal owner has violated a rule governing the owning or keeping of these animals:

- HCHA may serve a written notice of Service & Companion Animal Policy violation on the pet owner in accordance with Section 17 (s) and Section 27 of the dwelling lease. The notice of Service & Companion Animal Policy violation must:
 1. Contain a brief statement of the factual basis for the determination and the Service and Companion animal Policy rule or rules alleged to be violated;
 2. State that the service or companion animal owner has five (5) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss

- the violation;
3. State that the service or companion animal owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.
- If the violation is determined to be of a critical or emergency nature, HCHA may act upon the violation in a manner appropriate for the circumstance as determined by HCHA Management.

SERVICE OR COMPANION ANIMAL POLICY VIOLATION PRIVATE CONFERENCE

If the pet owner makes a timely request for a private conference to discuss an alleged Companion or Service Animal Policy violation, HCHA shall establish a mutually agreeable time and place for the private conference but no later than ten (10) days from the effective date of service of the notice of Service or Companion Policy violation.

At the Service or Companion Animal Policy violation private conference, the owner of the animal and an HCHA representative shall discuss any alleged policy violation(s) and attempt to correct them. HCHA may, as a result of the meeting, give the owner additional time to correct the violation.

NOTICE FOR ANIMAL REMOVAL

If the owner of the service or companion animal and HCHA are unable to resolve the policy violation at the private conference, or if a representative of HCHA staff determines that the animal owner has failed to correct the policy violation within any additional time provided herein, the Housing Authority may serve a written notice on the service or companion animal owner in accordance with the applicable section of the Dwelling Lease or at the private conference, if appropriate, requiring the owner to remove the animal. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Service or Companion Animal Policy or rules that have been violated;
2. State that the animal owner must remove the service or companion animal within five (5) days of the effective date of service of the notice of animal removal (or the private conference, if notice is served at the private conference); and
3. State that failure to remove the animal may result in initiation of procedures to terminate the animal owner's tenancy.

INITIATION OF PROCEDURES TO REMOVE A ANIMAL OR TERMINATE THE SERVICE OR COMPANION ANIMAL OWNER'S TENANCY

HCHA may not initiate procedures to terminate a service or companion animal owner's tenancy based on a Service or Companion Animal Policy violation, unless:

1. The animal owner has failed to remove the animal or correct a rule violation within the applicable time period specified in this section (including any additional time permitted by the owner); and

2. The Service and Companion Animal Policy violation is of a serious nature and is determined to be sufficient to begin procedures to terminate the animal owner's tenancy under the terms of the lease and applicable regulations.

HCHA may initiate procedures to remove a pet under 24 CFR 5.327 (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

It shall be a serious violation of the lease for any resident to have a service or companion animal without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of Section 17 (s) of the lease and the HCHA will issue a termination notice in accordance with Section 18 of the dwelling lease. The resident service or companion animal owner will be entitled to a grievance hearing in accordance with the provisions of Section 23 of the dwelling lease.

22.0 REPAYMENT AGREEMENTS

When a resident owes the Hall County Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the Hall County Housing Authority allow them to enter into a Repayment Agreement. The Hall County Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. Repayment Agreements with respect to monthly rent shall not exceed six (6) months. 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. No new repayment agreement will be made with a tenant while another repayment agreement is in progress. HCHA does reserves the right to modify the original agreement.

HCHA will execute a repayment agreement to any tenant that meets the hardship requirements under the minimum rent policy.

A tenant that does not meet the conditions of the repayment agreement will be considered delinquent and sent to the HCHA attorney for eviction proceedings. HCHA will not enter into more than three repayment agreements, three late rents or any combination totaling three in a one year period of time beginning January 1 – December 31.

23.0 TERMINATION

23.1 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.

23.2 TERMINATION BY THE HOUSING AUTHORITY

The Hall County Housing Authority after the final rule is issued will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure (beginning 13 months after the Final Rule on Community Service is issued by HUD). If they do not voluntarily leave the property, eviction proceedings will begin.

The Hall County 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 but is not limited to the manufacture of methamphetamine on the premises of the Hall County Housing Authority;
- 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. The 14 day total will be an accumulated amount for every guest of the tenant. Yearly totals will be recorded from a January to December calendar; and
- M. Other good cause.

The Hall County 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.

23.3 SPECIAL PROVISION - VIOLENCE AGAINST WOMEN ACT

An incident or incidents or actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

The HCHA may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants.

The HCHA may honor court orders regarding the rights of access or control of the property, including Restraining Order, Protection Order and other orders issued to protect the victim as used to address the distribution or possession of property among household members where the family “breaks up.”

There is no limitation on the ability of the HCHA to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims.

There is no prohibition on the HCHA terminating assistance if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s (victim’s) assistance is not terminated.”

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

The HCHA may require certification by the victim of victim status on such forms as the HCHA and/or HUD shall prescribe or approve.

Definitions

1. *Domestic Violence* – [as defined in Section 40002 of VAWA 1994] which states as follows:

SEC 40002(a)(6) – “DOMESTIC VIOLENCE - The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”

2. *Dating Violence* – [as defined in Section 40002 of VAWA 1994] which states as follows:

SEC 40002(a)(8) – “DATING VIOLENCE- The term ‘dating violence’ means violence committed by a person—

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.”

3. *Stalking* – “means -

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person; ...”

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

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage.”

23.4 ABSENT FROM UNIT

Tenants who will be absent from their unit for longer than two weeks will need to inform the Hall County Housing Authority of their absence. HCHA will allow extended absences for a period of time no longer than six months provided rent is being paid. Any tenant who is absent from their apartment longer than six months will have to forfeit their apartment and reapply, if desired. HCHA may grant exceptions to this rule for a period not longer than three months. Exceptions will be considered on a case by case basis. For safety reasons, HCHA reserves the right to perform an inspection on any units whose occupants have been absent for a period of time longer than two weeks without contacting the resident. In such cases, a note with an explanation of the inspection will be left in the tenants apartment.

23.5 ABANDONMENT

The Hall County 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, a Hall County 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 sold. If the Hall County 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 the total value of the property is estimated at less than \$250.00, the Hall County Housing Authority will mail a notice of the sale or disposition to the resident and then wait 14 days for the resident to make arrangements to pick up his/her belongings.

If the estimated value of the property is more than \$250.00, the Hall County Housing Authority will mail a notice of the public sale to the resident and publicize the notice in the local paper. HCHA will then wait 14 days before public sale. Personal papers, family pictures, and keepsakes can be sold or disposed of at the same time as other property. The tenant will be notified of their right to bid on their property at the sale. Storage costs, advertising, and the cost of sale will be deducted from the proceeds with the remaining balance turned over to the State Treasurer pursuant to the Uniform Disposition of Unclaimed Property Act. The tenant will also be notified to claim any remaining money from the Office of the State Treasurer as provided in the Act.

23.6 RETURN OF SECURITY DEPOSIT

After a family moves out, the Hall County Housing Authority will return the security deposit within 14 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.

The Hall County 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 14 days.

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.

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 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.)

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 child care. In the case of child care 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 increase 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.

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]

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 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: 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 formula method. The flat rent is established by the housing authority 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 carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational

institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

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.

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 specified welfare benefit reduction, 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 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))

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.

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 therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or 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.

Person with Disabilities: A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- B. Is determined, pursuant to regulations issued by the Secretary, 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 such ability could be improved by more suitable housing conditions, or

- C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;

2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

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. (1937 Act)

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 an 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 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.
- B. "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.

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)

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.

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 (c) 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.

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 if HUD finds that such variations are necessary because of unusually high or low family incomes.

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

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

**HALL COUNTY HOUSING AUTHORITY
911 BAUMANN DRIVE
GRAND ISLAND, NEBRASKA 68803**

TRANSFER POLICY

1. Reassignment or transfers to other dwelling units will be made without regard to color, creed, national origin, race, religion or sex.
2. Residents will not be transferred to a dwelling unit of equal size within a project except to alleviate hardships. A hardship will be determined to exist or not to exist by the Executive Director after review of all relevant factors in each individual case.
3. Transfers within projects will be made promptly to correct occupancy standards and shall receive priority over hardship transfers or admission of new applicants. Transfers between projects will be made for families requiring larger or smaller units which do not exist within the project in which the family resides but shall not create a hardship. In correcting occupancy standards, family composition will be the determining factor.
4. Hardship transfers will be made when it is essential to the employment of the head or spouse of the head of the family.
5. The Executive Director may direct a transfer when it is determined necessary to ensure the peaceful enjoyment of a project by the other residents.
6. Transfers may be required for families living in UFAS accessible homes not needing the accessibility features this home provides. Transfers will be required of the most recent family occupant of an applicable facility when it is determined to be needed based upon current applicant needs. Families will be transferred to the first available home meeting their occupancy size.
7. Notification of transfer will be made in writing at least thirty days prior to the required move. If a suitable unit is not available, the notice shall state "the transfer will be required when a suitable unit becomes available".
8. When the lease is signed and keys for the *transfer to* home have been given, the transferring family will have 48 hours to move their possessions and return the keys from the apartment they are *transferring from*. If these keys are not returned within the 48 hour time frame, a \$10.00 per day fee will be assessed to the transferring family until the keys for the *transferring from* home are returned.
9. All residents will be advised of their right to use of the Grievance Procedure when a requested

transfer is denied or a transfer is mandated by the Executive Director.

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Resolution #291
Resolution #390 - Update

PUBLIC HOUSING LEASE

1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are The Hall County Housing Authority, referred to as Landlord, and, the occupying family, referred to as the Resident. The Landlord leases to the Resident the premises located at _____.

The premises leased are for the exclusive use and occupancy of the Resident and the Resident's household consisting of the following named persons who will live in the dwelling unit:

Name	Date of Birth	S. S. N.	Sex	Relationship
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Any additions to the household members listed above require the advance written approval of the Landlord. This includes Live-in Aides and foster children or adults, but excludes natural births. The Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Landlord within ten (10) days.

2. **LEASE TERM:** This Lease shall begin on _____. The term shall be one year and shall renew automatically for another year, unless terminated as provided by this Lease. Lease terms that begin in the middle of a month will end on the last day of the same month the following year.

3. **RENTAL PAYMENT:** Resident shall pay monthly rent of \$_____. If this Lease begins on a day other than the first day of the month, the first month's rent shall be \$_____.

_____ This rent is based on the Authority-determined flat rent for this unit.
 _____ This rent is based on the income and other information reported by the Resident.
 (Check one)

Families may change rent calculation methods at any recertification. 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 medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

This amount is due on the first day of each month at the Hall County Housing Authority office and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made.

If Resident fails to make the rent payment by the tenth day of the month, a notice to vacate will be issued to the Resident. A \$20 late charge will be assessed to cover the added costs of a rent payment received after the tenth day of the month. A check returned for non-sufficient funds shall be considered non-payment of rent and a late charge will apply.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship.

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.

4. **SECURITY DEPOSIT:** The Resident has paid the amount of \$_____ to the Landlord as a Security Deposit. If the resident does not have full payment, the following is still owed for his/her security deposit _____. This must be paid as specified in the "Security Deposit" form attached to this document.

The Landlord will hold this security deposit for the period the Resident occupies the dwelling unit. The Landlord shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit. Security Deposits must be paid in full before occupancy. Exceptions/Payment arrangements will be made on a case by case basis at the sole discretion of the Executive Director or designee.

Within 14 days after the Resident has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit after deducting whatever amount is needed to pay the cost of:

- a. unpaid rent;
- b. repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. other charges due under the Lease.

The Landlord shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, the Landlord will meet with the Resident to discuss the charges.

5. **EQUIPMENT:** The Hall County Housing Authority agrees to furnish the following equipment:
 - a. Stove
 - b. Refrigerator
 - c. Window coverings/blinds
6. **OCCUPANCY:** The Resident shall use the premises as a private dwelling for himself or herself and the persons named in this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the Landlord.

The Resident shall not:

- a. permit any persons other than those listed above and minor children which are born into the household during this tenancy, to reside in the dwelling unit for more than fourteen (14) days each year without obtaining the prior written approval of the Landlord;
- b. sublet or assign the unit, or any part of the unit;
- c. engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- e. act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- f. permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees;
- g. permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity on or off the premises.

With the written permission of the Landlord, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper business licenses.

The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident's guests, visitors and, with the consent of the Landlord, foster children and/or adults and the live-in care giver of the Resident's family.

7. **CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the Resident and Landlord, is attached to this Lease.

At the time of move out, the Landlord shall complete another inspection of the dwelling unit. When the Resident notifies the Landlord of his or her intent to vacate, the Landlord shall advise the Resident of their opportunity to participate in the move-out inspection.

8. **UTILITIES:** The Hall County Housing Authority shall provide the following utilities as a part of this lease agreement but shall not be liable for the failure to provide service if beyond its control:

ALL UTILITIES EXCEPT CABLE & PHONE

The Resident agrees to pay for the following utilities:

The Utility Allowance Schedule for Resident Paid Utilities is posted in the Landlord's office. Utility allowance revisions based on rate changes and changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Special charges may also be made for excess utility consumption for Tenant supplied appliances, repairs and similar matters as stated on the posted schedule in the HCHA office. Special charges may be modified from time to time by the HCHA provided that the HCHA give at least thirty (30) days written notice to each affected tenant setting forth the proposed modification, the reason therefore, and providing the tenants opportunity to present written comments which shall be taken into consideration by the HCHA prior to any modification becoming effective. A copy of such notice shall be delivered personally or mailed to each tenant.

9. **RENT RECERTIFICATIONS:** Each year, by the date specified by the Landlord, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The Landlord shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, the landlord shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months.

Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification.

At the time of the review appointment the Resident may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every sixty (60) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

Residents paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the landlord's grievance procedures.

10. **INTERIM RENT ADJUSTMENTS:** Residents must promptly report to the Landlord any of the following changes in household circumstances when they occur between Annual Rent Recertifications:

- a. A member has been added to the family through birth, adoption, or court-awarded custody.
- b. A household member is leaving or has left the family unit.
- c. A change in income of \$400.00 per year

In addition, Residents paying rent based on a percentage of income may report the following activities that occur between Annual Rent Recertifications:

- a. A decrease in annual income;
- b. 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;
- c. Handicapped assistance expenses, which enable a family member to work;

- d. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
- e. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual 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 a 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.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

If the Resident receives a letter or notice from HUD concerning the amount or verification of family income, the communication shall be brought to the Hall County Housing Authority within 30 days.

- 11. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.
 - a. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances, if possible. If verification of the change cannot be made before the first, the rental rate will not be lowered until the following month.
 - b. Rent Increases: The Landlord shall process rent increases so that the Resident is given no less than 30 days advance written notice of the amount due.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change to or from flat rent calculation method.

- 12. **RESIDENT OBLIGATION TO REPAY:** Residents who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:
 - a. Resident does not submit rent review information by the date specified in the Landlord's request; or
 - b. Resident submits false information at Admission or at annual, special, or interim review.

Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

- 13. **MAINTENANCE:**

The Resident Agrees To:

- a. keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean and safe condition;
- b. use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. not litter the grounds or common areas of the property;
- d. not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;

- e. not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;
- f. give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities;
- g. not park unregistered or immobile vehicles on the property or park any vehicle in an unauthorized location; Abide by the Resident Parking Policy, attached to this lease, which becomes a part of this lease by reference.
- h. remove garbage and other waste from the dwelling unit in a clean and safe manner; and
- i. pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities or common areas caused by the Resident, his or her household or guests, and to do so within 30 days after the receipt of the Landlord's itemized statement of the repair charges. The Damage and Service Charge Schedule is posted in the Landlord's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Landlord incurred (including parts and labor).
- j. Abide by all other rules and regulations promulgated by the Hall County Housing Authority.

The Landlord Agrees To:

- a. maintain the premises and the property in decent and safe condition;
- b. comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- c. make necessary repairs to the premises;
- d. keep property buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- e. maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Landlord;
- f. provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident; and
- g. supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage) except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.

If the dwelling unit is rendered uninhabitable, regardless of cause:

- a. The Resident shall immediately notify the Landlord;
- b. The Landlord shall be responsible for repair of the unit within a reasonable time. If the Resident, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.
- c. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- d. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.

14. **RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining the Landlord's written permission:

- a. dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
- b. paint or install wallpaper or contact paper in the dwelling unit;
- c. attach awnings or window guards in the dwelling unit;
- d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
- e. attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
- f. install or alter carpeting, resurface floors or alter woodwork;
- g. install washing machines (excludes apartments with washer/dryer hook ups), dryers (see previous), fans, heaters, freezers, or air conditioners;
- h. place any aerials, antennas or other electrical connections on the dwelling unit;
- i. install additional or different locks or gates on any doors or windows of the dwelling unit; or
- j. operate a business as an incidental use in the dwelling unit.
- k. Pictures should be hung with nails no larger than #4 penny (finish) nails.
- l. No planting trees, shrubs or other vegetation without written permission.

15. **ACCESS BY LANDLORD:** The Landlord shall provide two (2) days written advance notice to the Resident of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The Resident shall permit the Landlord, his or her agents, or other persons, when accompanied by the Landlord, to enter the dwelling unit for these purposes. In the event that the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Landlord shall leave a card stating the date, time and name of the person entering the dwelling unit and the purpose of the visit.

The Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists. Work orders called in by residents will be considered consent to enter unless specifically expressed otherwise by said resident.

16. **SIZE OF DWELLING:** The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly and/or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed sixty (60) 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 Landlord, the Landlord may terminate this lease.

If the Landlord determines that a Resident must transfer to another unit based on family composition or use of their accessible home by an applicant needing the accessibility features the home provides, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

17. **LEASE TERMINATION BY LANDLORD:** Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

The Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- a. nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent (three times in a twelve month period);
- b. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications, to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;
- c. furnishing false or misleading information during the application or review process;
- d. assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- e. use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
- f. failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Residents;
- g. failure to abide by applicable building and housing codes materially affecting health or safety;
- h. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- i. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- j. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- k. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- l. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Authority;
- m. failure to abide by the provisions of the pet policy;
- n. any violent or drug-related criminal activity on or off the premises, not just on or near the premises by resident or resident's guest(s). This includes, but is not limited to, failing to abide by the "One Strike You're Out" Policy which by reference becomes a part of this lease

- o. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- p. failure to perform required community service or be exempted therefrom;
- q. failure to allow inspection of the dwelling unit;
- r. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
- s. violation of Service and Companion Animal Policy
- t. determination or discovery that a resident is a registered sex offender; or
- u. any other good cause.

18. **Domestic Violence, Dating Violence, Stalking.** The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. §1437d(u)(3)) and in HCHA's Violence Against Women Act (VAWA) Policy. To the extent any provision of this section shall vary from or contradict any other provision of this lease, the provisions of this section shall prevail.

A. Termination of tenancy.

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
2. Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the tenant's household, a guest, or other person under the tenant's control, shall not be cause for termination of tenancy or occupancy rights, if the Tenant or any member of the Tenant's family is a victim of that domestic violence, dating violence, or stalking.
3. Notwithstanding anything to the contrary contained in paragraphs 18 A.1. and 18 A.2. above, HCHA may terminate Tenant's tenancy under this lease if it can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located, if the tenant's tenancy is not terminated.
4. Further, nothing in this section shall prohibit HCHA from terminating tenancy under this lease based on a violation of this lease not premised on an act or acts of domestic violence, dating violence, or stalking against the tenant or a member of the tenant's household for which protection against termination of tenancy is given in paragraphs 18 A.1. and 18 A.2. above. However, in taking any such action to terminate tenancy, HCHA shall not apply a more demanding standard to you than to other tenants.

B. Bifurcation of Lease. Under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(l)(6)(B)), HCHA may bifurcate this lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or a lawful occupant under this lease and who engages in criminal acts of physical violence against family members or others. HCHA may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under this lease.

C. Certification. If the Tenant or a lawful occupant, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, HCHA may (but is not required to) request the individual to deliver to HCHA a certification. The certification may be delivered in one of the following forms:

1. a HUD-approved form (supplied by HCHA) attesting that the individual is a victim of domestic violence, dating violence, or stalking and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements of this section, or
2. documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation, or
3. a federal, State, tribal, or local police report or court record, describing the incident or incidents in question.

The certification must be delivered to HCHA within 14 days after the request for certification is received from HCHA. If the certification is not delivered to HCHA within the 14-day period allowed, the provisions of this section will not apply and HCHA may elect to terminate tenancy and evict without regard to the protections provided in this section.

D. Confidentiality. The law requires that information provided to HCHA concerning an incident of incidents of domestic violence, dating violence, or stalking be retained in confidence, not placed in any shared data base nor provided to a related entity, except to the extent disclosure requested or consented to by the individual supplying such information, or required for use in an eviction proceeding, or otherwise required by applicable law.

19. **NOTICE OF LEASE TERMINATION:** If the Landlord proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:

- a. for failure to pay rent, at least fourteen (14) days;
- b. for creation or maintenance of a threat to health or safety of other Residents or Landlord's employees, a reasonable time based on the urgency of the situation; or
- c. for all other cases, thirty (30) days, unless State law permits a shorter period.

The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease.

The Notice of Lease Termination from the Landlord shall be either personally delivered to the Resident or sent by certified mail, return receipt required. The notice shall:

- a. specify the date the Lease shall be terminated;
- b. state the grounds for termination with enough detail for the Resident to prepare a defense. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;
- c. advise the Resident of the right to reply as he or she may wish, to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.

20. **LEASE TERMINATION BY RESIDENT:** The Resident shall give the Landlord 30 days written notice before moving from the dwelling unit. 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 dwelling unit is re-rented, whichever date comes first.

21. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate 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. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then the following action shall be taken: the Landlord will assist the Resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.

22. **PROPERTY ABANDONMENT:** If a Resident abandons the dwelling unit, the Landlord shall take possession of the Resident's personal property remaining on the premises, and shall store and care for the property. The landlord will consider the unit to be abandoned when a resident has fallen behind in rent and has clearly indicated by words and/or actions an intention not to continue living in the unit. The Landlord will abide by Nebraska State Law when disposing of the personal property left behind.

23. **DELIVERY OF NOTICES:**

Notice by Landlord: Any notice from the Landlord shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by First Class Mail, properly addressed, postage pre-paid.

Notice by Resident: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Office, or sent to Landlord by first-class mail, postage pre-paid and addressed to: The Hall County Housing Authority.

If the Resident is visually impaired, notices shall be in accessible format.

24. **GRIEVANCES:** All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a Resident's creation or maintenance of a threat to health or safety of other Residents or Landlord employees, shall be processed under the Grievance Policy. This policy is posted in the Landlord's Office where copies are available upon request.

Before the Landlord shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Landlord claims is due, the Resident must first bring his or her rent account current by paying to the Landlord an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place.

When the Housing Authority is required to afford the Resident the opportunity for a hearing in accordance with the authority's grievance procedure for a grievance concerning the Lease termination, the tenancy 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 a hearing was timely requested by the Resident) the grievance process has been completed.

25. **HOUSE RULES:** The Resident agrees to obey any House Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. Such rules may be modified by the Landlord from time to time provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30 day comment period at least 30 days before the proposed effective date of the change in the Rule. Existing House Rules, if any, are posted in the property and are attached to this Lease.

26. **DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.

27. **ATTACHMENTS TO THE LEASE:** The Resident certifies that he/she has received a copy of this Lease and the following Attachments to this Lease, and understands that these Attachments, by reference, are part of this Lease.

Attachments: Community Room Policy
Resident Parking Policy
Pet Policy
Grievance Policy
"One Strike You're Out" Policy

Community Service Policy
Ban & Bar Policy
Violence Against Women Act Policy
Service & Companion Animal Policy
Transfer Policy

Signatures:

RESIDENT: 1) _____

_____ Date

2) _____

_____ Date

LANDLORD: _____

_____ Date

20.0 PET POLICY

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), HCHA hereby sets forth rules and regulations concerning pet ownership in its public housing units. Only "common household pets" as defined herein will be permitted in HCHA owned properties.

A common household pet, for the purposes of HCHA's public housing program: A common household pet is defined by HCHA as *a domesticated animal, such as a dog, cat, bird, or fish* that is traditionally kept in the home for pleasure rather than for commercial or breeding purposes. Common household pet does not include livestock, reptiles, birds of prey, arachnids, insects or exotic animals. This definition shall not include animals that are used to assist persons with disabilities.

Residents may own only one pet with the exception of two birds or two fish. Residents cannot own two different kinds of animals (i.e. one bird and one fish).

Household pets are not allowed in specified excluded facilities due to the nature and structure of the buildings.

In exchange for the right to own a pet, residents assume full responsibility and liability for their pet and agree to hold the Hall County Housing Authority harmless from any claims caused by an action or inaction of a pet.

20.1 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 specifically indicated in this document. HCHA will grant this exclusion if the following is provided:

- The resident or prospective resident verifies that they are a person with disabilities by completing HCHA's reasonable accommodation process (See HCHA Exhibit "1") and requests a service or companion animal with necessary supporting information.
- The animal has been trained to assist persons with the specific disability (example, seeing eye dog); and
- The animal actually assists the person with a disability.

20.2 COMPANION / SERVICE ANIMALS

Distinction is hereby given to "companion animals" and "service animals." If the animal does not have specific disability related training but is necessary in coping with the

disability (for instance, if the animal provides emotional support to a person with a panic disorder), the animal is a "companion animal" not a "service animal."

A "service animal" means any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals are equivalent to other "auxiliary aids" such as wheelchairs and eyeglasses, and as such must be permitted. 24 CFR 5.303; 28 CFR 36.104.

When an applicant or resident with a disability asserts and can verify that an animal is a companion or service animal for his/her disability, the applicant should make a request for a reasonable accommodation. (See HCHA, Exhibit "1").

HCHA will require verification that the applicant or resident is a "qualified individual with handicaps" as defined by 24 CFR 8.3, and that the animal is necessary in coping or assisting with the disability. (Exhibit "3")

Upon receipt of verifications, HCHA will approve the animal.

Residents requiring more than one "companion animal" or "service animal" must request this by completing HCHA's reasonable accommodation process. Additional documentation will be necessary, specifically a statement from a medical professional that two separate "service or companion animals" are necessary to meet accessibility needs.

20.3 HCHA RULES FOR PETS IN PUBLIC HOUSING BUILDINGS

In accordance with 24 CFR 960.707, HCHA hereby sets forth the following rules for pet ownership in its public housing units:

REGISTRATION

1. Residents must request and receive written formal approval from HCHA prior to bringing the common household pet, (hereinafter referred to as "pet") on the premises. The pet request shall be made on the standard form "Pet Occupancy Request/Registration Form" (HCHA Exhibit "2").
2. Registration of the pet shall include a photograph being taken by the Housing Authority and retained in tenant file. The photograph will be utilized to confirm identity of the pet in case of emergency and to ensure that the same pet registered is the pet occupying the resident's dwelling unit.
3. Residents registering pets that are not fully-grown at the execution of the initial Pet Addendum, will be required to report back to the development office at the first year anniversary of the agreement in order that the pet may be re-photographed for identification purposes.

4. At the time of registration, Resident must provide information sufficient to identify the pet and to demonstrate that it is a common household pet (see Exhibit “2”).
5. The name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet must be provided at the time of registration.

DOGS

1. If the pet is a dog, it shall not weigh more than 20 pounds (fully grown) and stand no more than 15 inches in height from the front shoulder of the animal.
2. Doghouses located outside any dwelling unit are prohibited.

CATS

1. The weight of a cat cannot exceed fifteen (15) pounds (fully-grown). Cats must also be declawed at the front paws by three (3) months of age. Evidence of declawing must be provided to HCHA from a licensed veterinarian and/or staff of the Humane Society.
2. The resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Litter boxes must be changed twice per week at a minimum. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.

DOG/CAT—SPAYING & NEUTERING

If the pet is a dog or cat, it must be spayed/neutered by six months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the Humane Society or by means of the veterinarian certification provided for on applicable HCHA form (Exhibit “3”).

FISH

If the pet is fish, the aquarium must be ten gallons or less, and the container must be placed in a safe location in the unit. The resident is limited to one container for fish. Residents shall be responsible for any damage caused by leakage or spillage from the aquarium or fish bowl.

BIRDS

Parakeets/Budgies, Cockatiels, Finches and Canaries, Lovebirds, and African Greys are approved species of Birds. All other species will be approved on a case-by-case basis according to factors such as noise, size and other management determinations. Birds of flight are to remain in cages at all times unless the wings have been clipped. Cages shall be cleaned regularly.

INOCULATIONS/VACCINATIONS

If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. The resident shall provide the Housing Authority with evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law. Said certification may be provided on the veterinarian's statement/bill or on the applicable HCHA form (Exhibit "3").

LICENSING

1. Licensing of all dogs and cats shall be required in accordance with applicable State and local law on an annual basis. The applicable pet must always wear a license with owner's name, address and telephone number.
2. In the event that applicable State or local law changes with reference to licensing of any and all pets, HCHA will require its residents to comply upon appropriate notice.

SANITARY CONDITIONS

The pet rules shall prescribe sanitary standards to govern the disposal of pet waste.

These rules are as follows:

- Resident shall be responsible for immediately disposing of all animal waste excreted inside the development building or on the development grounds.
- Waste must be placed in a plastic bag, tightly secured and deposited in a dumpster.
- Poorly disposed waste will not be tolerated and will be subject to a \$15.00 charge per incident.
- Each time a pet owner fails to remove pet waste in accordance with this rule, a \$15.00 charge will be levied to the resident's account. HCHA will terminate the resident lease for repeated violations after three violations of this type.
- Conditions outlined in Cats bullet #2, above, pertaining to cat waste shall also prevail.

GENERAL PROVISIONS

1. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.
2. Costs incurred by HCHA for **extermination of fleas, ticks, and other animal related pests**, will be deducted from the pet security deposit after either the pet is removed or the resident vacates.
3. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The Housing Authority will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.
4. Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership.
5. Pets may not be bred or used for any commercial purposes on HCHA property.
6. Pet bedding shall not be washed in any common laundry facilities.

CONTROL OF THE ANIMAL

1. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a chain leash **no longer than five (5') feet** and kept off lawns designated to other residents. Retractable leashes are prohibited.
2. All authorized pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. HCHA staff will contact the local Humane Society or dog warden in the event pets are found to be unleashed, or leashed and unattended, on HCHA property. It shall be the responsibility of the resident to reclaim the pet and at the expense of the resident.
3. The resident pet owner shall have canine pets restrained so that maintenance can be performed in the dwelling unit. The resident **shall**, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be

performed, and the resident pet owner shall be charged a fee of \$25.00. If the situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained will be impounded and reported to the local Humane Society for removal. It shall be the responsibility of the resident pet owner to reclaim the pet at the expense of the resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

4. Pets located in buildings without an immediate exterior exit must carry or have its pet caged when leaving the building and until the exterior is reached.

UNATTENDED PETS

Pet(s) may not be left unattended for more than twenty four (24) consecutive hours. If it is reported to HCHA staff that a pet has been left unattended for more than a twenty four (24) hour period, HCHA staff may enter the unit and remove the pet and transfer the pet to the humane society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident.

PROHIBITED PETS

1. HCHA will forbid the following kinds of animals from being kept as pets on any of its properties: Pitbull, Rottweiler, German Shepherd, Chow, Doberman Pinscher or any species considered vicious, intimidating, or kept for the purpose of training for fighting or wagering of bets (i.e. roosters for “cockfighting”, etc.).
2. All pets that are not considered common household pets by management including livestock, reptiles, birds of prey, arachnids, insects or exotic animals.

PET POLICY VIOLATION PROCEDURES

HCHA reserves the right to require residents to remove any pet from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. HCHA reserves the right to remove such a pet in the event that the pet owner does not or cannot remove the pet.

NOTICE OF PET POLICY VIOLATION

If HCHA determines that a pet owner has violated a rule governing the owning or keeping of pets:

- HCHA may serve a written notice of Pet Policy violation on the pet owner in accordance with Section 17 (m) and Section 27 of the dwelling lease. The notice of pet rule violation must:
 1. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
 2. State that the pet owner has five (5) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation;
 3. State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.
- If the violation is determined to be of a critical or emergency nature, HCHA may act upon the violation in a manner appropriate for the circumstance as determined by HCHA Management.

PET POLICY VIOLATION PRIVATE CONFERENCE

If the pet owner makes a timely request for a private conference to discuss an alleged Pet Policy violation, HCHA shall establish a mutually agreeable time and place for the private conference but no later than ten (10) days from the effective date of service of the notice of Pet Policy violation.

At the pet rule violation private conference, the pet owner and HCHA representative shall discuss any alleged Pet Policy violation and attempt to correct it. HCHA may, as a result of the meeting, give the pet owner additional time to correct the violation.

NOTICE FOR PET REMOVAL

If the pet owner and HCHA are unable to resolve the Pet Policy violation at the pet rule violation private conference, or if a representative of HCHA staff determines that the pet owner has failed to correct the Pet Policy violation within any additional time provided herein, the Housing Authority may serve a written notice on the pet owner in accordance with Section 17(m) of the Dwelling Lease or at the private conference, if appropriate, requiring the pet owner to remove the pet. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Pet Policy or rules that have been violated;
2. State that the pet owner must remove the pet within five (5) days of the effective date of service of the notice of pet removal (or the private conference, if notice is served at the private conference); and
3. State that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

INITIATION OF PROCEDURES TO REMOVE A PET OR TERMINATE THE PET
OWNER'S TENANCY

HCHA may not initiate procedures to terminate a pet owner's tenancy based on a Pet Policy violation, unless:

1. The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period specified in this section (including any additional time permitted by the owner); and
2. The Pet Policy violation is of a serious nature and is determined to be sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.

HCHA may initiate procedures to remove a pet under 24 CFR 5.327 (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

20.4 SCHEDULE OF ANNUAL FEES AND INITIAL DEPOSIT

FEE AND DEPOSIT SCHEDULE

An Annual Fee and One Time Deposit is required for each pet at the time of registration

Type of Pet	Fee	Deposit
Dog	\$25	\$300
Cat	\$20	\$300
Fish Aquarium	\$0	\$50
Fish Bowl (Requires no power and no larger than two gallons)	\$0	\$0
Birds	\$15	\$50

ALL PET AGREEMENTS SIGNED WITH RESIDENTS OF HCHA PRIOR TO THE ADOPTION OF THIS POLICY ARE NOT SUBJECT TO PAYING ADDITIONAL DEPOSIT AMOUNTS OR ANNUAL FEE REQUIREMENTS. RESIDENTS SIGNING PET POLICY ADDENDUM'S FOLLOWING THE ADOPTION OF THIS POLICY WILL BE SUBJECT TO PAYING FEES FOR ANY NEW PETS.

The entire annual fee and deposit (subject to the exception listed below) must be paid prior to the execution of the Pet Policy Addendum. No pet shall be allowed in the unit prior to the completion of the terms of this Pet Policy.

The annual fee shall be paid at the time of reexamination each year and all proof of inoculations and other requirements shall be made available to the Housing Authority at such time. The Annual Fee is not reimbursable nor will it be prorated in the event of move-out before the annual reexamination date. The deposit made shall be utilized to offset damages caused by the pet and/or tenant. Any balance, if any, from the deposit will be refunded to the tenant. THERE SHALL BE NO REFUND OF THE ANNUAL FEE.

Any damage to the apartment, building, grounds, flooring, walls, trim, finishes, tiles, carpeting, or stains thereon, will be the full responsibility of the resident and the resident agrees to pay any costs involved in restoring the apartment to its original condition.

If HCHA finds a residual odor problem left in the apartment, the resident agrees to pay for the cost of any and all materials or chemicals needed to repair or remove the odor. If odor removal fails, the resident agrees to pay for replacement of carpeting, padding, wallboard, baseboard, etc., as is deemed necessary. The resident also agrees to abide by management's decision as to what is necessary.

It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of Section 17 (m) of the lease and the HCHA will issue a termination notice in accordance with Section 18 of the dwelling lease. The resident pet owner will be entitled to a grievance hearing in accordance with the provisions of Section 23 of the dwelling lease.

20.5 PROHIBITED PET DEVELOPMENTS

HCHA will prohibit all pets, except companion or service animals as provided herein, at the following HCHA owned properties:

Centennial Towers
Golden Towers

Residents found to have pets at any of these locations will be considered in default of their lease agreement. HCHA will commence procedures mentioned herein to remove the pet from the premises or terminate the resident's tenancy.

21.0 SERVICE & COMPANION ANIMAL POLICY

A "service animal" means any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals are equivalent to other "auxiliary aids" such as wheelchairs and eyeglasses, and as such must be permitted. 24 CFR 5.303; 28 CFR 36.104. The training received by a service animal must meet the specific need of the tenant in order for the service animal to be approved. For example, a request for approval of an animal trained to be a guide dog would need to meet pet policy guidelines (section 20.0) if the resident is not blind.

If the animal does not have specific disability related training but is necessary in coping with the disability (for instance, if the animal provides emotional support to a person with a panic disorder), the animal is considered a "companion animal" as opposed to a service animal.

When an applicant or resident with a disability asserts and can verify that an animal is a companion or service animal for his/her disability, the applicant should make a request

for a reasonable accommodation. (See HCHA, Exhibit “1”).

HCHA will require verification that the applicant or resident is a "qualified individual with handicaps" as defined by 24 CFR 8.3, and that the animal is necessary in coping or assisting with the disability. (Exhibit “3”)

Upon receipt of verifications, HCHA will approve the animal.

Residents requiring more than one "companion animal" or "service animal" must request this by completing HCHA’s reasonable accommodation process. Additional documentation will be necessary, specifically a statement from a medical professional that two separate “service or companion animals” are necessary to meet accessibility needs.

21.1 HCHA RULES FOR COMPANION & SERVICE ANIMALS

REGISTRATION

1. A “Service Animal Information Form” shall be filled out when a service animal has been approved for residency (Exhibit “4”).
2. Registration of the companion or service animal shall include a photograph being taken by the Housing Authority and retained in the tenant file. The photograph will be utilized to confirm identity of the pet in case of emergency.
3. The name, address, and phone number of one or more responsible parties who will care for the companion or service animal if the resident dies, is incapacitated, or the companion or service animal is otherwise left unattended for an extended period of time. This information must be provided at the time of registration.

COMPANION OR SERVICE DOGS

1. Companion dogs shall not weigh more than 20 pounds (fully grown) and stand no more than 15 inches in height from the front shoulder of the animal unless medical documentation is presented providing for explanation why a larger dog is necessary. This is not applicable to service dogs.
2. Doghouses located outside any dwelling unit are prohibited.

COMPANION OR SERVICE CATS

1. The weight of a companion cat cannot exceed fifteen (15) pounds (fully-grown). Cats must also be declawed at the front paws by three (3) months of age. Evidence of declawing must be provided to HCHA from a licensed veterinarian and/or staff of the Humane Society. This is not applicable to service cats.
2. The resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Litter boxes must be changed twice per week at a minimum. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.

COMPANION OR SERVICE DOG/CAT—SPAYING & NEUTERING

If the pet is a dog or cat, it must be spayed/neutered by six months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the Humane Society or by means of the veterinarian certification provided for on applicable HCHA form (Exhibit “3”).

OTHER COMPANION OR SERVICE ANIMALS

Other companion or service animals will be allowed on a case-by-case basis. HCHA will require an explanation from a medical professional for any companion animal requested that is not found in the standard HCHA Pet Policy. The explanation should state why the skills of a cat, dog, bird or fish would not meet the residents’ needs.

INOCULATIONS/VACCINATIONS

If the companion or service animal is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. The resident shall provide the Housing Authority with evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law. Said certification may be provided on the veterinarian’s statement/bill or on the applicable HCHA form (Exhibit “3”).

LICENSING

1. Licensing of all dogs and cats shall be required in accordance with applicable State and local law on an annual basis. The applicable service or companion animal must always wear a license with owner’s name, address and telephone number.

2. In the event that applicable State or local law changes with reference to licensing of any and all service or companion animals, HCHA will require its residents to comply upon appropriate notice.

SANITARY CONDITIONS

The service and companion animal rules shall prescribe sanitary standards to govern the disposal of pet waste.

These rules are as follows:

- Resident shall be responsible for immediately disposing of all animal waste excreted inside the development building or on the development grounds.
- Waste must be placed in a plastic bag, tightly secured and deposited in a dumpster.
- Poorly disposed waste will not be tolerated and will be subject to a \$15.00 charge per incident.
- Each time a pet owner fails to remove pet waste in accordance with this rule, a \$15.00 charge will be levied to the resident's account. HCHA will terminate the resident lease for repeated violations after three violations of this type.
- Conditions outlined in Cats bullet #2, above, pertaining to cat waste shall also prevail.

GENERAL PROVISIONS

1. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.
2. Costs incurred by HCHA for **extermination of fleas, ticks, and other animal related pests**, will be charged to the resident once charges are received or incurred by the HCHA.
3. Companion or Service animals shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night unless the disturbance is related to the service or companion animals training and/or function. The Housing Authority will ask for removal of the companion or service animal if it disturbs other residents. The resident will be given one week to make other arrangements for the care of the animal or the dwelling lease will be terminated.
4. Companion or service animals must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and

- animal anti-cruelty laws and regulations.
5. Companion or service animals may not be bred or used for any commercial purposes on HCHA property.

CONTROL OF THE COMPANION ANIMAL

1. Companion animals shall not be permitted to be loose and if the companion animal is taken outside it must be taken outside on a chain leash **no longer than five (5') feet** and kept off lawns designated to other residents. Retractable leashes are prohibited.
2. All companion animals must be under the control of an adult leaseholder. An unleashed animal, or one tied to a fixed object, is not under the control of an adult. HCHA staff will contact the local Humane Society or dog warden in the event pets are found to be unleashed, or leashed and unattended, on HCHA property. It shall be the responsibility of the resident to reclaim the animal and at the expense of the resident.
3. The resident companion animal owner shall have canine pets restrained so that maintenance can be performed in the dwelling unit. The resident **shall**, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee of \$25.00. If the situation again occurs, the animal shall be removed from the premises. Animals that are not caged or properly restrained will be impounded and reported to the local Humane Society for removal. It shall be the responsibility of the resident owner to reclaim the animal at the expense of the resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.
5. Companion animals located in buildings without an immediate exterior exit must carry or have its animal caged when leaving the building and until the exterior is reached.

UNATTENDED ANIMALS

Companion or service animals may not be left unattended for more than twenty four (24) consecutive hours. If it is reported to HCHA staff that an animal has been left unattended for more than a twenty four (24) hour period, HCHA staff may enter the unit and remove the animal and transfer the animal to the humane society. Any expense to remove and reclaim the animal from any facility will be the responsibility of the resident.

COMPANION AND SERVICE ANIMAL VIOLATION PROCEDURES

HCHA reserves the right to require residents to remove any pet from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. HCHA reserves the right to remove such a pet in the event that the pet owner does not or cannot remove the pet.

NOTICE OF COMPANION AND SERVICE ANIMAL POLICY VIOLATION

If HCHA determines that a companion or service animal owner has violated a rule governing the owning or keeping of these animals:

- HCHA may serve a written notice of Service & Companion Animal Policy violation on the pet owner in accordance with Section 17 (s) and Section 27 of the dwelling lease. The notice of Service & Companion Animal Policy violation must:
 1. Contain a brief statement of the factual basis for the determination and the Service and Companion animal Policy rule or rules alleged to be violated;
 2. State that the service or companion animal owner has five (5) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation;
 3. State that the service or companion animal owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.
- If the violation is determined to be of a critical or emergency nature, HCHA may act upon the violation in a manner appropriate for the circumstance as determined by HCHA Management.

SERVICE OR COMPANION ANIMAL POLICY VIOLATION PRIVATE
CONFERENCE

If the pet owner makes a timely request for a private conference to discuss an alleged Companion or Service Animal Policy violation, HCHA shall establish a mutually agreeable time and place for the private conference but no later than ten (10) days from the effective date of service of the notice of Service or Companion Policy violation.

At the Service or Companion Animal Policy violation private conference, the owner of the animal and an HCHA representative shall discuss any alleged policy violation(s) and attempt to correct them. HCHA may, as a result of the meeting, give the owner additional time to correct the violation.

NOTICE FOR ANIMAL REMOVAL

If the owner of the service or companion animal and HCHA are unable to resolve the policy violation at the private conference, or if a representative of HCHA staff determines that the animal owner has failed to correct the policy violation within any additional time provided herein, the Housing Authority may serve a written notice on the service or companion animal owner in accordance with the applicable section of the Dwelling Lease or at the private conference, if appropriate, requiring the owner to remove the animal. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Service or Companion Animal Policy or rules that have been violated;
2. State that the animal owner must remove the service or companion animal within five (5) days of the effective date of service of the notice of animal removal (or the private conference, if notice is served at the private conference); and
3. State that failure to remove the animal may result in initiation of procedures to terminate the animal owner's tenancy.

INITIATION OF PROCEDURES TO REMOVE A ANIMAL OR TERMINATE THE SERVICE OR COMPANION ANIMAL OWNER'S TENANCY

HCHA may not initiate procedures to terminate a service or companion animal owner's tenancy based on a Service or Companion Animal Policy violation, unless:

1. The animal owner has failed to remove the animal or correct a rule violation within the applicable time period specified in this section (including any additional time permitted by the owner); and
2. The Service and Companion Animal Policy violation is of a serious nature and is determined to be sufficient to begin procedures to terminate the animal owner's tenancy under the terms of the lease and applicable regulations.

HCHA may initiate procedures to remove a pet under 24 CFR 5.327 (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

It shall be a serious violation of the lease for any resident to have a service or companion animal without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of Section 17 (s) of the lease and the HCHA will issue a termination notice in accordance with Section 18 of the dwelling lease. The resident service or companion animal owner will be entitled to a grievance hearing in accordance with the provisions of Section 23 of the dwelling lease.

Exhibit 1

REQUEST FOR REASONABLE ACCOMMODATION

I request the following accommodation(s) to allow full use of my apartment:

The reason for the need for an accommodation is as follows (please provide medical documentation):

Other comments:

Signature

Date

OFFICE USE ONLY

The above accommodation has been approved. The following will be done to meet the requested reasonable accommodation(s):

The above accommodation has been denied based on the following:

Signature (E.D.)

Date

Exhibit 2

HALL COUNTY HOUSING AUTHORITY
AUTHORIZATION FOR PET OWNERSHIP

(Please complete this form for your pet)

Pet owner's name: _____

Pet owner's address: _____

Home Phone: _____ Work Phone: _____

Pet's name: _____

Breed or type of pet: _____

Spayed or Neutered? _____ Pet Deposit paid? _____

Veterinarian preference: _____

Vet phone: _____ Vet address: _____

EMERGENCY CAREGIVER FOR THE PET:

ADDRESS: _____ PHONE: _____

****Also required:**

Picture of pet

Copy of pet license

Rabies and other Inoculation Certification. (If applicable)

I have read and understand the HCHA rules governing pets. I, and all members of my household, promise to fully comply.

Signature of Pet Owner:

_____ Date: _____

Approved by HCHA: _____ Date: _____

Exhibit 4

HALL COUNTY HOUSING AUTHORITY
SERVICE/COMPANION ANIMAL INFORMATION FORM

(Please complete this form for your service or companion animal)

Service/Companion owner's name: _____

Service/Companion owner's address: _____

Home Phone: _____ Work Phone: _____

Service/Companion Animal's name: _____

Breed or type of Animal: _____

Spayed or Neutered? _____

Veterinarian preference: _____

Vet phone: _____ Vet address: _____

EMERGENCY CAREGIVER FOR THE SERVICE / COMPANION
ANIMAL: _____

ADDRESS: _____ PHONE: _____

****Also required:**

Picture of service/companion animal

Copy of service/companion license

Rabies and other Inoculation Certification. (If applicable)

I have read and understand the HCHA rules governing service/companion animals. I, and all members of my household, promise to fully comply.

Signature of service/companion animal Owner:
_____ Date: _____

Approved by HCHA: _____ Date: _____

1. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

(1) Eligibility

- a. When does the PHA verify eligibility for admission to public housing? (select all that apply)
- When families are within a certain number of being offered a unit: (state number)
 - X When families are within a certain time of being offered a unit: (3 Months)
 - X Other: Our elderly/disabled units do not currently have a waiting list. Thus, eligibility is verified immediately after an appointment can be set up following their application. Family units try to calculate openings for the next three months.
- b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?
- X Criminal or Drug-related activity
 - X Rental history
 - X Housekeeping
 - X Other (describe) Applicants for apartments that pay for their own utilities must be able to place services in their name. We also check whether applicants owe other housing authorities, have been evicted from a federally assisted program, had their assistance terminated from the Housing Choice Voucher program or have committed fraud.
- c. X Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- d. X Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- e. Yes X No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

- a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)
- X Community-wide list
 - Sub-jurisdictional lists
 - Site-based waiting lists
 - Other (describe)
- b. Where may interested persons apply for admission to public housing?
- X PHA main administrative office
 - PHA development site management office

Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

- One
 Two
 Three or More

b. Yes No: Is this policy consistent across all waiting list types?

(4) Admissions Preferences

a. Income targeting:

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- Emergencies
 Overhoused
 Underhoused
 Medical justification
 Administrative reasons determined by the PHA (e.g., to permit modernization work)
 Resident choice: (state circumstances below)
 Other: (list below): To meet de-concentration goals

c. Preferences

1. Yes No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection **(5) Occupancy**)

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

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
 Victims of domestic violence
 Substandard housing
 Homelessness

High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

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

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

3 Date and Time

Former Federal preferences:

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

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- 1 Other preference(s) (list below): – Elderly / disabled, displaced by government action, and families with children.

4. Relationship of preferences to income targeting requirements:

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

(5) Occupancy

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

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

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

- X At an annual reexamination and lease renewal
- X Any time family composition changes
- X At family request for revision
- X Other (list): When there is an income increase of \$400.00 or more (annually).

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Eligibility

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

- X Criminal or drug-related activity only to the extent required by law or regulation
- Criminal and drug-related activity, more extensively than required by law or regulation
- X More general screening than criminal and drug-related activity (list factors below)
 1. Verify applicant has not been evicted from a federally assisted housing program within the last 5 years.
 2. Verify applicant has not had assistance terminated under the Certificate or Voucher Program within the last 3 years.
- X Other (list below): Verify that applicants do not owe other housing agencies money including HCHA

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

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

- d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)
- e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
- Criminal or drug-related activity
- Other (describe below) At the request of the landlord, we will share any factual or third party written information relevant to the history of, or ability to, comply with the lease.

(2) Waiting List Organization

- a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)
- None
- Federal public housing
- Federal moderate rehabilitation
- Federal project-based certificate program
- Other federal or local program (list below)
- b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)
- PHA main administrative office
- Other (list below)

(3) Search Time

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

If yes, state circumstances below: 30 day extensions are granted if requested. A second thirty days (60 day) extension may be granted for appropriate reasons such as a disability or medical hardship.

(4) Admissions Preferences

- a. Income targeting

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

- b. Preferences

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

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

Former Federal preferences

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

Other preferences (select all that apply)

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

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

2 Date and Time

Former Federal preferences

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

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- 1 Other preference(s) Elderly/Disabled, displaced by government action, near elderly and families with children.

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

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

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

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

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

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

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.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2010 grants)		
a) Public Housing Operating Fund	\$671,817.60	Est.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
b) Public Housing Capital Fund	\$543,912	Est.
c) HOPE VI Revitalization	0	
d) HOPE VI Demolition	0	
e) Annual Contributions for Section 8 Tenant-Based Assistance	1,238,649	Est.
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)		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
2008	134,403.03	As of 12/31/09
2009	532,788.74	“
ARRA	406,661.05	“
3. Public Housing Dwelling Rental Income		
AMP 1 & 2	865,120	Est.
4. Other income (list below)		
4. Non-federal sources (list below)	11,138	Excess Utilities – Est.
Non-Dwelling rent	3,600	Est.
Investments	77,650	Est.
Other Income	135,000	Est.
Total resources	\$4,620,739.42	Est.
	(Combined AMP'S)	

3. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

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

(1) Income Based Rent Policies

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

a. Use of discretionary policies: (select one)

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

---or---

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

b. Minimum Rent

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

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

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

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

- 1. The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and nationality Act who would be entitled to public benefits but for the title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
- 2. The family would be evicted as a result of the imposition of the minimum rent
- 3. The income of the family has decreased because of changed circumstances, including loss of employment
- 4. A death in the family has occurred

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

1. Yes X No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?
2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

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

- For the earned income of a previously unemployed household member
- For increases in earned income
- Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

- Fixed percentage (other than general rent-setting policy)
- If yes, state percentage/s and circumstances below:

- For household heads
- For other family members
- For transportation expenses
- For the non-reimbursed medical expenses of non-disabled or non-elderly families
- Other (describe below)

e. Ceiling rents

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

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

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

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

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

- Market comparability study

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

f. Rent re-determinations:

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

- Never
- X At family option
- Any time the family experiences an income increase
- X Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold) \$400.00
- Other (list below)

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

(2) Flat Rents

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

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

Efficiency unit:	\$200.00
One Bedroom (including Golden Towers):	\$300.00
One Bedroom (Rainbow Terrace):	\$350.00
Two Bedroom (Pletcher Terrace):	\$350.00
Two Bedroom:	\$400.00
Three Bedroom:	\$500.00

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-**

based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Payment Standards

Describe the voucher payment standards and policies.

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

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

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

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

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- Reflects market or submarket
- To increase housing options for families
- Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- Annually
- Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- Success rates of assisted families
- Rent burdens of assisted families
- Other (list below)

(2) Minimum Rent

a. What amount best reflects the PHA’s minimum rent? (select one)

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

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

1. The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and nationality Act who would be entitled to public benefits but for the title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
2. The family would be evicted as a result of the imposition of the minimum rent
3. The income of the family has decreased because of changed circumstances, including loss of employment
4. A death in the family has occurred

4. Operations and Management

[24 CFR Part 903.7 9 (e)]

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

A. PHA Management Structure

Describe the PHA’s management structure and organization.

(select one)

- X An organization chart showing the PHA’s management structure and organization is attached. Attached
- A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

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

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	364	146 units per year
Section 8 Vouchers	324	77
Section 8 Certificates	N/A	N/A

Section 8 Mod Rehab	N/A	N/A
Special Purpose Section 8 Certificates/Vouchers (list individually)	N/A	N/A
Public Housing Drug Elimination Program (PHDEP)	N/A	N/A
Other Federal Programs(list individually)		

C. Management and Maintenance Policies

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

(1) Public Housing Maintenance and Management: (list below)

1. Admissions and Occupancy Policy
2. Maintenance Policy
3. Public Housing Grievance Policy
4. Natural Disaster Policy
5. Pest Control Policy
6. Investment Policy
7. Transfer Policy
8. Community Center Policy
9. Procurement Policy
10. Public Housing Lease
11. Capitalization Policy
12. Criminal Records Management Policy
13. Disposition Policy
14. Blood Borne Disease Policy
15. Equal Housing Opportunity Policy (both programs)
16. Ethics Policy (both programs)
17. "One Strike & You're Out" Policy (both programs)
18. Ban & Bar Policy
19. Safety Policy
20. Violence Against Women Act Policy
21. Credit Card Use Policy

(2) Section 8 Management: (list below)

1. Section 8 Administrative Plan
2. Tenant-Based Informal Grievance Policy
3. Violence Against Women Act

5. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

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

A. Public Housing

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

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)
- PHA main administrative office
- PHA development management offices
- Other (list below)

B. Section 8 Tenant-Based Assistance

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

If yes, list additions to federal requirements below:

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

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

[24 CFR Part 903.7 9 (i)]

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

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

2. Activity Description

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

Designation of Public Housing Activity Description
1a. Development name: 1b. Development (project) number:
2. Designation type: Occupancy by only the elderly <input type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA’s Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: (DD/MM/YY)
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

7. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

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

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

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

If yes, what was the date that agreement was signed? 27/03/00

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

X Client referrals

X Information sharing regarding mutual clients (for rent determinations and otherwise)

Coordinate the provision of specific social and self-sufficiency services and programs to eligible families

Jointly administer programs

Partner to administer a HUD Welfare-to-Work voucher program

Joint administration of other demonstration program

Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

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

X Public housing rent determination policies

Public housing admissions policies

Section 8 admissions policies

Preference in admission to section 8 for certain public housing families

Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA

Preference/eligibility for public housing homeownership option participation

Preference/eligibility for section 8 homeownership option participation

Other policies (list below)

b. Economic and Social self-sufficiency programs

Yes X No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip

to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

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

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2005 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing		
Section 8		

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

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)
 - X Adopting appropriate changes to the PHA’s public housing rent determination policies and train staff to carry out those policies

- Informing residents of new policy on admission and reexamination
- Actively notifying residents of new policy at times in addition to admission and reexamination.
- Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
- Establishing a protocol for exchange of information with all appropriate TANF agencies
- Other: (list below)

8. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

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

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

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti
- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- Other (describe below): Residents fearful of property damage or deterioration of the neighborhood

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed “in and around” public housing authority
- Analysis of cost trends over time for repair of vandalism and removal of graffiti
- Resident reports
- PHA employee reports
- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Other (describe below): Speaking with residents about changes needed and safety concerns

3. Which developments are most affected? (list below)
All developments are equally affected in different ways.

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

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

- Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- Crime Prevention Through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Other (describe below)) – Contract with local police department for on-duty officer and designated an apartment for a retired police officer. We have also made improvements to our security system (electronic monitoring)

2. Which developments are most affected? (list below)
All developments affected

C. Coordination between PHA and the police

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

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing authority staff for analysis and action
- Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with the PHA management and residents
- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- Other activities (list below): See 13B

2. Which developments are most affected? (list below)
All developments affected

9. Pets

The Hall County Housing Authority Pet Policy is available upon request.

10. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance - HUD-50077.

11. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

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

12. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

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

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

13. Violence Against Women Act

The Hall County Housing Authority (HCHA) has a policy outlining its efforts to comply with the Violence Against Women Act (available upon request). This policy was approved and implemented on March 13, 2008. HCHA does not provide any activities, services or programs for victims of domestic violence to obtain or maintain housing or to enhance victim safety. HCHA has informed tenants and landlords via mail about this act and has implementing lease modifications. Though HCHA has

changed policy language in its Public Housing Lease, Housing Choice Voucher, Administrative Plan and Admissions & Continued Occupancy Policy, practically speaking HCHA has not changed how they handle domestic violence situations as HCHA has always informally handled domestic violence situations in the manner now required by law.

Other

Community Service Description – The Hall County Housing Authority has implemented a Community Service program and monitors residents who are not conforming with the law. HCHA is doing its best to adhere to this regulation.

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. Yes X 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)
X Provided below: None

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:

X Other: (list below) We held a meeting for comments but did not have anyone attend.

C. Statement of Consistency with the Consolidated Plan

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

1. Consolidated Plan jurisdiction: (provide name here) State of Nebraska

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

X The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
 The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.

- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
- Other: (list below)
4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

Resident Board Member

Elaine Spelts, 135 Pletcher Terrace, Grand Island, NE 68803
Term – 7/1/2005-6/30/2010

Resident Advisory Board

- Resident meeting held on April 7, 2010

Agency Plan Meeting Comments and Responses

Comment – How long do you have to live in an apartment before you get new carpet?

Response – HCHA has no time frames in terms of replacing carpet but currently do so only if there is a safety hazard.

Comment – Please do not send me letter as I cannot read them.

Response – HCHA will send nearly all documentation out by mail but has staff designated to assist those that cannot read the notices or do not understand them. Please come to the office for that assistance or call us and we will make arrangements in many cases to come to your home.

Comment – HCHA is currently replacing some apartment's carpet due to safety hazards and I believe mine is one of them.

Response – HCHA will be holding a meeting in the near future for those residents who are getting new carpet due to the safety concerns of their current flooring.

Comment – How long do we have to live here to have our home painted?

Response – As mentioned in the presentation, HCHA is setting aside capital funds to do occupied apartment painting. The money will hopefully be received in the fall and we are probably looking at the spring before we are able to get the contract together. We paint as many apartments as the set aside money will allow and last time the cut-off was approximately six years. We do not know where we will be at this time until we do the analysis.

Hall County Housing Authority

Violence Against Women Act (VAWA) Policy

I. Purpose and Applicability

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

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

II. Goals and Objectives

This Policy has the following principal goals and objectives:

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

III. Other HCHA Policies and Procedures

This Policy shall be referenced in and attached to HCHA’s Five-Year Public Housing Agency Plan and HCHA’s Annual Agency Plan when/if applicable. This policy shall also be incorporated in and made a part of HCHA’s Admissions and Continued Occupancy Policy as well as the HCHA Administrative Plan.

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

IV. Definitions

As used in this Policy:

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

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

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (i) The length of the relationship.
- (ii) The type of relationship.
- (iii) The frequency of interaction between the persons involved in the relationship.

C. *Stalking* – means –

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

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

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

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

V. Admissions and Screening

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

VI. Termination of Tenancy or Assistance

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

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. In addition to the foregoing, tenancy or assistance will not be terminated by HCHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
 - (a) Nothing contained in this paragraph shall limit any otherwise available authority of HCHA or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither HCHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.
 - (b) Nothing contained in this paragraph shall be construed to limit the authority of HCHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or HCHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.
 - (c) Nothing contained in this paragraph or policy shall be construed to limit the authority of HCHA or a Section 8 owner or manager to evict or terminate the assistance of the applicant or tenant who is the perpetrator of the violent act.

- B. *Removal of Perpetrator* - Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, HCHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by HCHA. Leases used for all public housing operated by HCHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by HCHA, shall contain provisions setting forth the substance of this paragraph.
- C. *Protections Limited* – The VAWA is designed to provide protections for victims of domestic violence and their families. However, these protections are limited to the specific incident(s) of violence. For example, perpetrators who have been banned and are allowed into the home of a victim by the victim, their families or guests are still subject to eviction under the “One strike You’re Out Policy”. The original incident would not provide protections for the violation that occurred at a later date despite their status as a domestic violence victim.

VII. Verification of Domestic Violence, Dating Violence or Stalking

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

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

1. *HUD-approved form* - by providing to HCHA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident(s) in question is a bona fide incident(s) of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident(s) in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

2. *Other documentation* - by providing to HCHA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident(s) of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to HCHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident(s) in question.

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

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

VIII. Confidentiality

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

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

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

VIII. Transfer to New Residence

- A. *Application for transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, HCHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. This transfer may also occur between programs if deemed necessary by HCHA. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.
- B. *Action on applications.* HCHA will act upon such an application in an expedient and responsible fashion.
- C. *No right to transfer.* HCHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph IX. E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of HCHA, and this policy does not create any right on the part of any applicant to be granted a transfer.
- D. *Family rent obligations.* If a family occupying HCHA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by HCHA. In cases where HCHA determines that the family's decision to move was reasonable under the circumstances, HCHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.
- E. *Portability.* Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

X. Court Orders/Family Break-up

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

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

XI. Relationships with Service Providers

It is the policy of HCHA to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If HCHA staff become aware that an individual assisted by HCHA is a victim of domestic violence, dating violence or stalking, HCHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring HCHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case.

XII. Notification

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

XIII. Relationship with Other Applicable Laws

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

XIV. Amendment

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